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GENOESE SHIPPING

IN THE TWELFTH AND THIRTEENTH CENTURIES

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TO MY WIFE

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FOREWORD

THIS brief study of Genoese shipping in the twelfth and thirteenth centuries is the outcome of many years of reading the notaries' records in the archives of Genoa. One cannot study the records of this city without encountering problems of shipping at every turn. It seemed to me not only that these problems required solution but that it might be of assistance to students of economic history in general were I to attempt to solve some of them for Genoese practice, since similar problems must exist elsewhere as well. Not all have been solved, but perhaps a beginning has here been made.

In the preparation of the study, I have met assistance from many hands, and this I gratefully acknowledge. The encouragement offered by Dean Charles S. Slichter of the Graduate School of the University of Wisconsin comes first to my mind. Under his administration of aids to research, the Board of Regents of the university have enabled me to maintain in Genoa a photostat without which the work must have gone much more slowly, if indeed it could have been done at all. In the present year, the generous aid of the John Simon Guggenheim Memorial Foundation has enabled me to complete the editing of the documents in the appendix.

To the officials in the archives of Genoa, whose never failing courtesy has proved invaluable, I take this opportunity to express my gratitude. Messrs Di Tucci, Piccardo, and the late Professor Marengo have aided me in numerous ways day after day. But without the devotion of my friend, Marchese Giuseppe Pessagno, my work would have encountered the gravest difficulties, and to him I wish to express here my recognition of his splendid cooperation with me for these many years.

SANTA MARGHERITA-LIGURE, ITALY
APRIL 16, 1930 E. H. B.

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GENOESE SHIPPING

IN THE TWELFTH AND THIRTEENTH CENTURIES

I

INTRODUCTION

THE growth of Mediterranean commerce in the twelfth and thirteenth centuries presented many problems to test the abilities of the inhabitants of the maritime Italian towns. Those concerned with the creation and operation of mercantile shipping were not the least in importance. While it is common knowledge that the mounting numbers of merchants, the correspondingly increased demand for cargo space, for the transport of pilgrims, of crusaders and their equipment in horses and arms, led to the construction of larger, costlier, more efficient ships than had before been known, the conditions surrounding the ownership and management of the vessels, the relations between ship-owners and merchants, the practical organization of the trading voyages, have not been sufficiently investigated.[1] If one turns to the maritime codes of the period, the results are often disappointing; almost as many questions are left unanswered as are solved, so many are the customs implied but not expressed.[2] It is to the contemporary records of private transactions that one must look for satisfactory information. Nowhere do these records exist in such abundance as in Genoa.[3] From them

[1] The best discussion of mediaeval shipping practice, although brief and chiefly from the legal point of view, is by W. Ashburner, *The Rhodian Sea-Law* (Oxford 1909), p. cxxx ff.

[2] J. M. Pardessus, *Collection des Lois Maritimes Anterieures au XVIIIe Siècle* (Paris, 1828) is still invaluable. Ashburner's able and critical discussion of the various codes in this collection and in other editions is an admirable check. Ashburner, *op. cit.*, p. cxv ff.

[3] Relatively few of the Genoese documents on shipping have been published. The contracts between St Louis and Genoese ship-owners and many entries from the notarial archives in Genoa are to be found in L. T. Belgrano, *Documenti Inediti Riguardanti le Due Crociate di S. Ludovico* IX *Re di Francia* (Genoa, 1859). The writer regrets to state, in view of the debt owed to Belgrano for his long and varied labors in the field of mediaeval Genoese history, that collation of the notarial documents here edited with the originals in the *Archivio di Stato in Genova* has proved the edition untrustworthy, so numerous are the errors. A better edition of some of these contracts is in J. J. Champollion-Figeac, *Documents Historiques Inédits* (Paris, 1841), I, 507–615, 'Pacta Naulorum,' edited with notes by A. Jal. Champollion-

it is possible not only to outline the principal features of mediaeval mercantile shipping but also to present many details, and so to throw further light on this aspect of mediaeval enterprise.

Figeac has edited others, *op. cit.*, II (Paris, 1843), 50–67. One of the most important of the contracts in the latter collection from the Paris archives is incomplete but has been published entire from the Genoese archives by L. T. Belgrano, 'Une Charte de Nolis de S. Louis,' *Archives de l'Orient Latin*, II (Paris, 1884), 231–236 (*Documents*). Valuable shipping documents have been edited by C. Desimoni, 'Actes Passés en 1271, 1274, et 1279 à l'Aïas (Petite Arménie) et à Beyrouth par devant des Notaires Génois,' *Arch. de l'Or. Lat.*, I (Paris, 1881), 434–534; and 'Actes Passés à Famagouste de 1299 à 1301 par devant le Notaire Génois Lamberto di Sambuceto,' *ibid.*, II, 3–120 (*Documents*), continued by the same editor in *Revue de l'Orient Latin*, I (1893), 58–139, 275–353. Others are found in A. Ferretto, *Liber Magistri Salmonis, Sacri Palatii Notarii*, 1222–1226 (Genoa, 1906), and in A. Ferretto, *Codice Diplomatico delle Relazioni fra la Liguria, la Toscana, e la Lunigiana ai Tempi di Dante* (Rome, 1903). The same author has published an important shipping contract in *Biblioteca della Societa Storica Subalpina*, LII (1910), 'Documenti Genovesi di Novi e Valle Scrivia, II (1231–1260),' doc. DCXCIII, pp. 163–165; unfortunately containing several *lacunae*, it is difficult to interpret except by one who has studied many similar documents. Some illustrative documents from the Genoese archives have been published by A. Jal, *Archéologie Navale* II (Paris, 1839) and extracts therefrom are to be found in the same author's invaluable *Glossaire Nautique* (Paris, 1848), *passim*. Paraphrases of Genoese shipping contracts given by M. G. Canale, *Nuova Istoria della Repubblica di Genova* (Florence, 1860) II, 523 ff., used by Ashburner, *op. cit.*, p. cxxxvii, are absolutely unreliable because of errors in reading the manuscripts. Valuable shipping documents are to be found in G. L. Bratianu, *Actes des Notaires Génois de Pèra et de Caffa de la Fin du Treizième Siècle* (1281–1290), Academie Roumaine, *Études et Recherches* II (Bucharest, 1927), and in his second volume, *Recherches sur le Commerce Génois dans la Mer Noire au Treizième Siècle* (Paris: Paul Geuthner, 1929). For references to publications of similar documents other than Genoese, see Ashburner, *op. cit.*, p. clxxix ff., to which should be added a significant and neglected publication of a Pisan shipping contract by L. de Mas-Latrie, 'Charte de Nolissement de l'an 1264 pour un Voyage de Pise a Bougie,' *Bibliothèque de l'École des Chartes*, t. 4, *deuxième série* (Paris, 1847–1848), 244–256.

In the second part of this volume are many documents of importance illustrating the whole subject.

II

TYPES OF VESSELS

IN considering the types of vessels in use in the Mediterranean in these centuries it is to be observed that although in every region, almost in every important harbor, there were employed for the petty trade with nearby places purely local types of bottoms varying in style and name from port to port, the conditions surrounding more distant voyages across the sea produced a certain unity in the types of bottoms used therein.[1] Into technical differences among the various types of vessel it would be interesting to enter, were the writer competent to do so; for the purposes of this study, it must be sufficient to distinguish three types of vessels: the sailing ship proper (*navis, bucius*); the galley propelled by oars, with one or two, exceptionally with three masts and as many sails for auxiliary use in light winds, (*galea, galeotus, sagitta*); a cross between these two types (*tarida*), heavier and slower than a galley, equipped with oars and a full set of sails on two masts. Contrary to the impression conveyed by many writers, the bulk of the overseas commerce until near the close of the thirteenth century was carried in sailing ships. Galleys, decked over, were chiefly used for the short haul of merchandise in gross between Genoa and important centers of trade near Genoa; large quantities of cloth were fetched from southern French ports to Genoa in galleys, and heavy shipments of eastern

[1] A full bibliography of works on medieval ships is given by W. Sombart, *Der Moderne Kapitalismus* (6th ed., Munich: Duncker u. Humbolt, 1924), II, part I, 277 ff. Most of them are unsatisfactory, either too technical or too superficial. For the thirteenth century ships the works of Jal, cited above, note 3, remain the best, despite their age. It should be noted that in his *Glossaire* Jal has frequently corrected statements of detail made in his earlier work. The next most satisfactory general description of the ships, with some technical details is by C. de la Roncière, *Histoire de la Marine Française* (Paris, 1899), I, 244–297; the author has used Genoese archivial documents somewhat. Largely based on de la Roncière, but containing some additional information, is the work of C. Enlart, *Manuel d'Archéologie Française* (Paris, 1904), II, Ch. V. For Genoese ships in particular, see E. Heyck, *Genua und seine Marine im Zeitalter der Kreuzzüge* (Innsbruck, 1886).

wares were dispatched from Genoa to Sicily and to ports as far west as Barcelona in galleys. Toward the close of the century, when the transport of crusaders and pilgrims to the East became negligible, the galleys were drawn into general use for trade with the Levant as well as with Flanders; they were swifter, less costly, more easily defended, and permitted a quicker turn-over of investments. The *taridae*, slower than either the galley or sailing vessel proper, were employed in the transport of the horses and food of crusaders, and in shipments of grain, meat, cheese and other heavy goods.[1]

Of these three types of vessel the sailing ship deserves some description, necessarily non-technical. By the middle of the twelfth century the Genoese were building their largest vessels with two decks. To meet the demands of the thirteenth century some three-deckers were built, but references to them are so infrequent that one must conclude they never became common. Capacity was increased by greater length and beam; the space for passengers was enlarged, and their comfort increased by the construction of those lofty superstructures over the bow and stern which gave the mediaeval sailing vessel the crescent shaped silhouette reproduced in the vessels of later epochs. On the largest transports, those built for St Louis, there were two of these at the prow, three at the stern, where the uppermost gave the view forward essential to steering. These structures appear to be the thirteenth century developments of the single room, or as we should say, cabin, (*thalamum*, *paradisus*, *camera*),[2] considered ample for the comfort of merchants of the better sort on the ordinary trading vessels not engaged in the transport of highly born crusaders unaccustomed to sea voyages. There were two masts, the forward mast (*arbor de prora* or *de proda*) taller and slightly heavier than the other (*arbor de medio*). On the largest vessels of the thirteenth century the forward mast carried three sails, the other carried two. The sails were all lateen, not square.[3] Four to seven sails of varying dimensions for different

[1] The statements here made on the relative use of sailing ships and galleys are based on thousands of documents studied in the notarial records in the *R. Archivio di Stato in Genova.* It is impossible to list the references. Subsequently in this study exact reference is made to documents used on all specific points of importance.

[2] Cf. Jal., *Glossaire, sub vocibus.*

[3] Jal, *Arch. Nav.*, II, 433. The impression that the square sail was used on the large ships of the thirteenth century is derived apparently from the fact that two dimensions only are

weather and for replacement in case of damage were required for any distant voyage, with additional pieces of sail cloth in reserve.[1] The sails were generally of cotton, the best of Genoese or Marseillaise manufacture, but usually there was one stronger sail of canvas, probably for use in the stiffest winds.[2] The ships were steered by two heavy lateral rudders (*timones*),[3] one on each side near the stern, so effective as to have excited the admiration of St Louis's historian, Joinville, who speaks of the ease with which the great Genoese ships were turned to right or left as simply as one would turn a horse with a rein. The upper deck was partially protected from attack by a solid wooden barricade (*orlum*) forty-five to fifty-four inches in height, roughly breast high, extending from bow to stern on each side of the ship.[4] When built or adapted for the transport of crusaders the lowest deck was fitted with stalls, rings and rails for horses, with a door at the stern for entrance. On the Genoese *taridae*, of one deck only, the horses were carried on the deck.[5] Some of the Genoese merchant ships were equipped with draw-bridges or gang-planks (*pontibus levatoribus*), for greater ease in embarking and debarking.[6]

For merchants, less fastidious than noble crusaders, the several chambers at prow and stern were not necessary, and the merchant vessels were as a rule built with a single chamber at the stern, but sometimes with two such, one above the other, the *castellum* and *supra castellum*. These chambers were equipped with such comforts and luxuries as custom demanded.[7] For the most part the

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given, but Jal's analysis of this problem is, in the writer's opinion, still valid. Cf. Jal, *Gloss. Naut., s. v. vela.*

[1] ASG, Not. Pal. de Sexto, reg. I, pt. I, fol. 178^{r}-178^{v}. Not. B. de For., reg. II, fol. 107^{v}, 208^{v}–209^{r}, 211^{v}-212^{r}, 249^{r}, 213^{v}-214^{r}; reg. III, fol. 158^{v}; reg. IV, fol. 148^{r}, 149^{v}, 158^{r}-158^{v}, 160^{v}-161^{r}, 164^{r}; reg. V, pt. II, fol. 185–185^{v}.

[2] *Ibid.* Sometimes as many as twenty pieces of sail cloth were carried in reserve, *pro respecto*. ASG, Not. B. de For., reg. IV, fol. 148^{r}.

[3] Jal, *Glossaire, s.v. timon.*

[4] *Ibid., s.v. orlum.*

[5] For these details see the Genoese contracts with St Louis cited above, p. 3, note 3.

[6] ASG, Not. B. de For., reg. II, fol. 107^{v}. Cf. Jal, *Glossaire, s.v. pons levator.*

[7] Unfortunately the details of the equipment of these rooms is never specified in the contracts between ship-owners and merchants. The merchants were satisfied with a general promise to have a *cameram . . . munitam et furnitam de bombax et aliis sarciis sufficientibus*

decks were by law and custom kept free for the merchants, their servants, food, cooking apparatus and bedding,—their *compagna*.[1] When a group of merchants chartered a vessel for a trading voyage the owners occasionally allowed each merchant to mark off space on the corridors connecting the bow and stern above the deck in proportion to the cargo which he agreed to supply, and upon this space he was allowed to build a cabin (*camera*) at his own expense.[2] The merchants were, however, fastidious in some respects, in their dislike of animals and pilgrims on ship-board. They often stipulated that no horses, mules, and falcons should be carried, or only a limited number thereof.[3] Almost invariably they required that the number of pilgrims, the mediaeval steerage, be limited to fifty or a hundred, dependent on the size of the vessel, to the male sex only, and that none should be allowed on deck between the aftermost mast and stern.[4] They sometimes require the owners to maintain one or two conveniences for their use.[5]

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ad voluntatem of a committee of three, of which more hereafter. ASG, Not. B. de For., reg v, pt. II, fol. 185^{r}-185^{v}. A similar clause is frequent in the documents. The upper room, the *supra castellum*, was apparently sometimes added at the request of the merchants when they leased the ship since I find it specified as if it were not already constructed. ASG, Not. B. de For., reg. II, fol. 107^{v}. Cf. Ferretto, *Doc. Gen., Bibl. della Soc. St. Subalpina*, LII, 164. In that case it was perhaps not roofed over but covered with a piece of sail-cloth, forming a sort of open gallery on the roof of the *castellum*. Cf. de la Roncière, *op. cit.*, p. 249, and the miniature reproduced facing p. 248. The covering of sail-cloth may be the same as the Venetian *mantum superfluum*. Pardessus, *op. cit.*, v, 26–27.

[1] Ashburner, *op. cit.*, p. clvii.

[2] This interesting, and in my experience, unique provision is found in one document only, ASG, Not. B. de For., reg. II, fol. 249. These corridors, *curritores* in the Genoese documents, present a problem not easily solved. Cf. Jal, *Glossaire, s. v. corredor* and *corridore*. The clearest explanation is found in de la Roncière, *op. cit.*, p. 249, following Jal, *Arch. Nav.*, II, 377. Cabins constructed on these corridors on the Genoese ship in question must have secured ample light and air, protection from the weather, and privacy.

[3] See above, p. 7, note 1.

[4] *Ibid.*

[5] *Plazias duas nitidas.* ASG, Not. Ang. de Sig., reg. v, fol. 79^{v}-80^{r}. *Plaziam unam nitidam et rotundum*, ASG, Not. Ang. de Sig., reg. v, fol. 106^{r}-106^{v}.

III

SIZE AND CAPACITY

THE size and capacity of the thirteenth century ships are surprisingly large. The dimensions of the ships built in Genoa for St Louis, or if already on the water and leased or sold to him, fall somewhat short of those of the largest Venetian ship offered to the king, which had a length over-all of 110 feet, and a maximum beam of 41 feet, according to Jal's reckoning. The largest Genoese ship, the 'Paradisus,' he reckons at slightly over 83 feet.[1] One of the largest vessels built in Genoa for St Louis carried four ship's boats (three being the usual number) of which the greatest was equipped with fifty-two oars.[2] The largest of these vessels were equipped for the carriage of one hundred horses in addition to crusaders and their attendants, with a door at the stern for entrance.[3] Such vessels accommodated at least a thousand passengers when engaged in an ordinary voyage. The suspicion with which modern historians, with some justification, regard round numbers given by mediaeval writers may in this instance be brushed aside. I have found a

[1] Jal, *Arch. Nav.*, II, 376, 405 note. The length of the Genoese ship in question not being known, he calculates it from the known height of the mast according to Venetian proportions. In view of the fact that I have found record of a ship carrying cargo of 600 tons (See below, p. 11), and that Jal reckons the capacity of the largest Venetian ship at 550 tons (*ibid.*, p. 380), it would seem that the largest Genoese vessels were at least equal to those of Venice.

[2] Jal, *Pacta Naulorum*, p. 532. The ship's boats were not towed but carried on the deck; I find a provision in one document whereby the patrons of the ship agree not to carry on deck any boat except the three belonging to the ship's equipment. ASG, Not. B. de For., reg. IV, fol. 158^{r}-158^{v}.

[3] Jal, *Pacta Naulorum*, p. 522. Jal's doubt, *ibid.*, note 1, whether one hundred horses were to be carried on each of the two ships described in this document or fifty on each is unnecessarily cautious. Another Genoese document describing three ships reads *ad portandum C equos in qualibet.* Belgrano, *Doc. Ined.*, p. 13. His suggestion, however, that some horses may have been carried on the lower deck is valid, since I find in other documents in the archives that such was the Genoese custom unless forbidden by the merchants leasing a vessel. ASG, Not. B. de For., reg. IV, fol. 158^{r}.

Genoese document of the year 1248, in which one of the owners of a ship, the 'Oliva,' states explicitly that he has already sold eleven hundred places (*plazas*) on that vessel presently bound for Syria.[1] That the "Oliva" was not of extraordinary size is shown by the fact that she carried seventy-five mariners in addition to officers and servants, whereas some Genoese ships of the period required as many as a hundred. It should be observed that of a thousand or more passengers the great majority would be pilgrims and for each pilgrim the space considered sufficient was very small. In Marseilles it was fixed by law, and Genoese vessels would naturally be forced to meet the custom of the rival port. When engaged in a trading voyage such crowded conditions would not be tolerated by the merchants nor would the requirements of merchants' cargoes permit such numbers on board. In view of these figures one may read with some tolerance the statements that Richard the Lion-Hearted on his crusade met with Saracen ships carrying fifteen hundred men. Unfortunately no figures giving size and capacity of twelfth century Genoese ships have survived, but conditions in the years of the third crusade may have justified the construction of some vessels as large as those in use in the thirteenth century.

It is more difficult to reckon the cargo capacity of those vessels when devoted to trade alone. Naturally the contracts with St Louis for transports fail to state the burden. Moreover in the many contracts in the Genoese archives between groups of merchants and the owners of a ship chartered for a trading voyage, the merchants do not always contract for the entire cargo space but only for the major portion thereof, leaving the owners free to use or sell the balance to other merchants. However, we fortunately have a contract covering the cargo of one of the largest and most famous of the Genoese merchant vessels of the mid-thirteenth century, sailing year after year to the East, the 'Paradisus Magnus,' said to have been the flag ship of St Louis. In 1251 she was about to sail for Tunis and thence, if the merchants chose, to Syria, manned by one hundred mariners. The merchants agreed that for the voyage from Tunis to Genoa, if they decided not to go to Syria, they

[1] ASG, Not. B. de For., reg. I, pt. II, fol. 191^{v}–192^{r}. *Ibid.*, reg. II, fol. 107^{v}.

would give the owners a cargo of 8000 *cantaria*, equivalent to 600 tons, dead cargo weight.[1] This figure probably represents the maximum burden of Genoese ships in this period. It is greater than the estimate of the maximum burden of Venetian ships for this period given by Sombart as 480 tons, and let it be observed, offers an interesting comparison with the known burden of Spanish, Dutch and English merchant vessels engaged in the transoceanic trade of the sixteenth century, listed by the same authority as 600 to 800 tons.[2] It should be noted, however, that such a cargo might not have been carried on the longer, more hazardous voyage to the Levant, since the contract above mentioned specified that if the vessel went to Syria the cargo carried must conform to the law of Genoa;[3] perhaps the cargo of ships sailing from Genoa to the Levant was already regulated and limited by Genoese law, as we know from the laws themselves was the case in the next century. Yet it is apparent that the maximum size and capacity of mediaeval ships was considerably larger than has hitherto been supposed.

[1] ASG, Not. B. de For., reg. II, fol. 208^{v}-209^{r}. Cf. Mas-Latrie, *Traités de Paix et de Commerce* (Paris, 1866), p. 122 for a brief note on this document. The Genoese *cantarium* was the equivalent of 150 lbs. P. Rocca, *Pesi e Misure Antiche di Genova* (Genoa, 1871), p. 104. I have used this weight in reckoning the cargo since there is no indication that the *cantarium* of Tunis was meant by the parties to the contract. The *cantarium* of Tunis was the equivalent of 158 lbs. Genoese (Pegolotti, *Pratica della Mercatura*, p. 127). Were this weight used the increase in my figure would be a matter of slightly over 30 tons. One vessel of 50 mariners was under contract to carry 3000 *cantaria* (225 tons); another 5000 *cantaria* (375 tons). ASG, Not. B. de For., reg. IV, fol. 149^{v}, 164^{r}. For a voyage from Caffa to Genoa in 1290 I find a contract for the shipment of hides, wax and alum which I reckon at a minimum contracted cargo of 402.4 tons and a maximum of 436.05 tons; alum was loaded by the *cantarium*, the two other wares by the *miliarium* in accordance with the Genoese custom, but the *miliarium* in use in Caffa by the Genoese was the *migliajo grosso* for hides and wax, according to Pegolotti (*op. cit.* p. 14) and this consisted of 11 *cantaria* 11 *ruotoli* or 1666.5 lbs. ASG, Not. S. Vatt., reg. V, pt. I, fol. 127^{v}-128^{r}.

[2] Sombart, *op. cit.*, II, 279.

[3] ASG, Not. B. de For., reg. II, fol. 208^{v}-209^{r}.

IV

OWNERSHIP: *LOCA* OR SHARES

PROPRIETARY interest in shipping underwent an interesting transformation in this period as a result on the one hand of the increase in the size and cost of the ships, on the other hand of the enlarged opportunity for profit from investments in trading vessels. In that period after the middle of the twelfth century when the sources enable us first to observe the details of commercial operations, the relatively small ships then in use were owned either by individuals alone or in simple partnership with a few others, and were operated in person by one or more of the owners. With few exceptions the ship-owners were not men of high commercial or financial position, and did not participate to any appreciable extent in the overseas trade, but devoted their efforts to the sailing and management of the ships as a source of profit. In other words, they were not merchants, except incidentally, but shippers; skipper and ship-owner were in the main identical, and distinct from the merchant class in their prime activities. This is the case without exception in the ownership of the smaller vessels engaged in trade with nearby regions.[1] In the ownership of the larger ships engaged in trade across the sea either to North Africa or to the East, there are few exceptions; one finds a few merchants of note owning and operating their own bottoms,—Solomon of Salerno the rich Jew,[2] a Vento,[3] a Picamiglio,[4] a Castagna,[5] a Streiaporco,[6] Bisaccia,[7]

[1] This statement is based on a close analysis of the following acts of the notary Giovanni Scriba, *Historiae Patriae Monumenta*, VI, (*Chartarum* II), nos. 365, 402, 446, 460, 568, 569, 574, 621, 691, 805, 976, 1305, 1335. Only one who has worked in these documents enough to be able to identify the individuals mentioned would observe this fact.

[2] *Ibid.*, nos. 645, 828, 877, 926.

[3] *Ibid.*, no. 328.

[4] *Ibid.*, no. 936.

[5] *Ibid.*, no. 645.

[6] *Ibid.*, no. 1464.

[7] He was an important man owning galleys and ships trading to the East, possibly a Syrian or Jew of the colony of easterners in Genoa. *Ibid.*, nos. 892, 893. Cf. my study 'Easterners in Genoa,' *Journal of the American Oriental Society*, XXXVIII (1918), 176–187.

among scores of men owning and operating ships but otherwise cutting no figure in trade.[1] In these same years, the first and second decades of the second half of the twelfth century, the situation with respect to ownership begins to change: one notes the first traces of fractional ownership soon to be characteristic of all Genoese shipping. In 1156 the owner of a ship trading to Palermo contracts loans of two merchants and offers each as security, *quarterium unum navis mee.*[2] About the same time Solomon of Salerno and Marchio Castagna, on the eve of the latter's departure for Spain, made a formal statement of the property of their partnership which was to be actively renewed after Marchio's return, consisting chiefly of dye-wood, pepper, plumes and bezants; but Marchio stated 'that of the revenue of a quarter of the ship which he and Amico Vacca took to Alexandria, a fifth is in the aforesaid common account of him and Solomon. And so for the collection of all these and of the rest of the revenue he has appointed Solomon in his place . . . in confessing that another fifth of the revenue of that quarter is Guglielmo Pietro Nanfi's . . . to whom he has transferred it.'[3] There is here illustrated the division of ownership into convenient fourths, then for purposes of alienation by sale or otherwise into fractions of a fourth, leading shortly to ownership expressed in terms of very small fractions of a ship.[4] The operation of the ship is carried on by one or more of the several owners; skipper and owner are soon no longer distinct from the merchant who, eager for gain, readily acquires partnership in a vessel engaged in trade. The next step is logical and follows quickly in the period of high commercial prosperity opening with the last years of the twelfth century and

[1] The following documents are cited in proof of this statement; while the same observation made above, p.12 note 1, applies here as well, it does not seem necessary to list the names of these owners all of whose activities have been traced as far as possible by the writer. *Chart II*, nos. 329, 348, 403, 413, 438, 440, 452, 459, 464, 613, 641, 661, 685, 727, 880, 884, 1103, 1186, 1300, 1319, 1327, 1329, 1333, 1334, 1338, 1343, 1346, 1362, 1450, 1485. A 'great ship' formerly belonging to the Hospitallers is mentioned. *Ibid.*, no. 1087.

[2] *Chart.* II, no. 365. Another individual owns four anchors on a ship. *Ibid.*, no. 328. Ashburner has noted this survival of ancient Roman customs in Marseilles. *Op. cit.*, p. clxiii. This is the only instance I have found in Genoese documents.

[3] *Chart II*, no. 645.

[4] ASG, B. de For., reg. IV, fol. 12^{v}, *trigesimam octenam partem.*

continuing through most of the thirteenth,—the systematic organization of the ownership of vessels into shares, called *loca* in Genoa.[1]

This system of ownership by shares, arising from the growing demand for shipping necessary for the rapidly expanding commerce, met that demand advantageously. The risk of loss, the *risicum*, an ever present factor in the minds of the investors and particularly potent in the molding of mediaeval commercial institutions, was divided among many investors who were at the same time enabled to participate in the possible profits of several ships with proportionately smaller risk of loss and greater surety of profit. While heavy investors in trade, including the entire merchant class, were thus enabled to participate in the profits of shipping, lesser individuals, men, women and minors also found here an encouragement for the investment of their money across the seas, all with relative safety in view of the divided risk.[2] Ownership by *loca* characterized the entire field of Genoese shipping until about the middle of the thirteenth century, when the accumulation of vast fortunes by families and individuals and the increasing security of overseas trade made it no longer so imperative; it then partially gave way to a different type of ownership to be discussed later. For more than half a century, however, the system of *loca* in its various aspects presents an interesting picture of investments.

Loca in ships of all sizes and types were owned, bought and sold, pledged, hypothecated, given in *accomendatio* as freely in Genoa as merchandise of any sort. Men and women from all ranks in society owned shares; members of a family pooled their resources and those of minor wards to purchase shares, individuals sometimes owning a mere fraction of a *locum*. *Loca* were regarded as particularly good security for one of the favorite forms of investment across the sea, the sea loan (*foenus nauticum*) which permitted a high interest, 20 per cent. to 50 per cent. in view of the risk, and which was repaid only if the ship arrived safely at the prescribed destination.[3] In

[1] Cf. Ashburner, *op. cit.*, p. cxxxv ff., p. clxiii ff. on shares in ships generally. Also, Canale, *Nuova Ist.*, II, 579 ff.

[2] It is impossible for me to give here on this point the hundreds of references I have collected on the ownership of *loca*.

[3] In fact it is owing to the records of pledges of *loca* as security for sea loans as much as to the records of sales thereof that one is able to understand the widespread character of the

the trade with the Levant, for example, the loans on shares in the first half of the thirteenth century were as important as any form of investment therein. In the hands of merchants they offered a ready means of raising money by loan to purchase goods in Genoa before departure or abroad in a trading port.[1] Investors who remained at home were able to participate in the profits of foreign trade at a high potential rate with a minimum risk of loss, and without effort. The effect as a stimulus to trade and to shipping is incalculable, but must have been very great.

The number of *loca* in a single ship is often given by an owner when selling or pledging his own share, and varies from sixteen to seventy.[2] Search for a document showing the disposition of shares at the time of construction of a vessel has been fruitless, but enough evidence exists to prove that the number of *loca* in a ship was the same as the number of mariners required to man the vessel of a certain type. A lawsuit, involving the ownership of shares in a vessel sold in Syria, occurred in Genoa in 1224. In the mass of testimony from owners, ex-consuls in Syria, and common seamen, one of the latter who had been employed on the ship, was asked how he knew there were twenty-six *loca* in the ship. He replied 'that he had heard it said on the said ship and he saw there twenty-six mariners and that for each *locum* there was one mariner and well he knew that Guglielmo de Rampono had two *loca* in said ship because he himself had heard this said by Guglielmo and by the scribe of the ship and that the same Guglielmo fed two mariners on said ship at his table, namely him and another and I heard it said by the scribe of the ship that Guglielmo alone was to carry us as expenses for two *loca*.'[3] In another instance I find a receipt for 89

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system. Cf. C. B. Hoover, 'The Sea Loan in Genoa in the Twelfth Century.' *Quarterly Journal of Economics*, XL (1926), 495–529. C. B. Hoover, 'Economic Forces in the Evolution of Civil and Canon Law,' *Southwestern Political and Social Science Quarterly*, X (1929), 1–14.

[1] Hoover, 'The Sea Loan,' p. 517.

[2] Ashburner's statement, *op. cit.*, p. clxiv, note 2, that in Genoa the number of *loca* in a ship was generally forty is true only because in the thirteenth century there were in use more ships requiring forty mariners than a larger number, as my many references show. The lowest number of recorded shares I have found is sixteen. ASG, Not. Giov. Vecchio, fol. 118^{r}. The highest is seventy. ASG, Not. Pal. de S., reg. 1, pt. 1, fol. 54^{r}.

[3] Ferretto, *Liber Salmonis*, p. 314.

bezants given 'for the expenses and wages of two mariners which fell upon me to pay for two shares which I hold in the ship.'[1] It is evident that the shares were equivalent in number to the mariners aboard, were registered by the scribe of the ship (of whom more presently) in his record wherein he charged the expenses of operating the vessel per *locum* in order that the profits might be reckoned and paid per *locum* to the share-holders on completion of the voyage. In fact this may have been required by law; in Barcelona the builders of a ship in partnership were required, on beginning construction, to specify how many shares the vessel would have,[2] and such may have been the law or the custom in Genoa. It would be simple enough to arrange for subscriptions of investments in *loca* from the very beginning in that case. The close connection between shareholders and mariners appears also in one of the few fragments of Genoese sea-law of the thirteenth century.[3] The law provides that if some shares in a ship are sold (abroad?) and some are retained by their original owners, the mariners who pertain to the latter, must remain on the ship and perform the services contracted. Those mariners who pertain to the shares sold must serve the owners of those shares on another ship if they acquire an interest therein, unless released from their contract or unless their food is withheld. If the shareholders do not buy shares in another ship the mariners must remain with the vessel on which they sailed, and may be required to do so by the sellers of shares unless the purchasers were Saracens. On the other hand, if the mariners have been hired and are being fed in common by the owners as a group, division of the mariners in case of sale of shares must be made by lot according to the shares in the ship. The mariners were paid for a certain term or for a certain voyage.[4] It is evident that frequently

[1] ASG, Not. Veggio, reg. II, fol. 228r., *occasione expensarum et conducti duorum marinariorum que contingebant michi ad solvendam pro locis duobus que habeo in nave que dicitur Oliva.* In corroboration of this I find the equation of *loca* and mariners implied in documents published in the *Atti della Società Ligure*, II, pt. II, p. 127, and XVIII, p. 163 no. 137, p. 271 no. 242.

[2] *Consolato del Mare*, edited by Twiss, *Black Book of the Admiralty*, III (London, 1874), 51.

[3] *Atti della Soc. Lig.*, I, 80. The provision was later reiterated in the *Statuti di Pera*, edited by Promis, *Miscellanea di Storia Italiana*, XI (1870), 736–737.

[4] I have found no trace of any other form of compensation such as existed in some Mediterranean towns. Cf. Ashburner, *op. cit.*, p. clviii ff. Genoese mariners were paid a wage,

the share-holders were active participants in the voyage as merchants;[1] if not, they placed their shares in the hands of others who were going on the voyage, one of whom might act as *patronus* in command of the voyage.[2] Owners of several shares are found entrusting two *loca* to one merchant, one *locum* to another, while merchants about to depart on a voyage assemble under their direction many shares to be administered by them for a portion of the profits, usually one fourth, in *accomendatio*, as they would assemble money for investment in trade. In fact in the thirteenth century shares in ships were handled as freely as any other form of personal property, and with the same elastic treatment as capital. They were regularly pledged as security for loans with which to put the ship in com-

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called *conductus*, on which they often borrowed small sums for trading purposes. ASG, No.t Lanfr., reg. v, fol. 155^{v}.

[1] There is no evidence in the documents studied that owners of *loca* were often enrolled as mariners, as suggested by Ashburner, *op. cit.*, p. cxxxvi. That the mariners were petty traders, however, is attested by an inventory of their goods made when the ship was captured by enemies in the East. In addition to their arms,—interestingly enough their own property, the wares consisted of hides, wax, sail-cloth, utensils, etc. ASG, Not. Teal. Sig., fol. 2^{v}–3^{v}.

[2] By the middle of the thirteenth century this was the common practice in Genoa, but up to that time most *loca* were entrusted to merchants in *accomendatio*. The owners of shares combine their interests, amounting to a half of the total number of shares and entrust them in *accomendatio* to one of their number for a voyage to the Syrian riviera and Crete, with authority to buy and to apportion the cost of new tackle, the shares to be handed back on demand with three-fourths of all profits. ASG, Not. Lanfr., reg. iv, fol. 156^{v}. The holder of half the shares in a small ship gives them in *accomendatio* to another for a year to ply between Genoa and Provence, three fourths of the net profits to be paid over at the end of each voyage. ASG, Not. Lanfr., reg. iv, fol. 28^{r}. Lanfranco Rubeo della Volta sends to Syria as part of a total of nearly £2000, in some year between 1200 and 1214, in *accomendatio* two *loca* each by two merchants, three by another, one by a third. ASG, Not. Lanfr. reg. iv, fol. 198^{r}. In 1248 a merchant skipper, Bartolomeo Begino, about to go to Ceuta on a ship of 70 *loca*, takes in *accomendatio* 4 *loca* from one woman, 3 from one man, 11 from another; another merchant, Oberto Adalardo, departing on the same ship, takes 1½ *loca* of his mother, 1 *locum* from one owner, 4 from another, and other merchants act similarly. ASG., Not. Pal. de S., reg. i, pt. i, fol. 38^{r}, 41^{v}, 53^{v}, 54^{r}, 55^{r}, 63^{v}. The owner of half a *locum* entrusts to an associate the freight (*naulum*) thereof in return for a promise to pay £5.5 in fifteen days after the ship returns to Genoa. ASG, Not. Lanfr., reg. iv, fol. 175^{v}. Ordinarily it is stated that any *locum* so given is fully equipped; e.g., *fornitum de vianda et de expensis consulibus et aliarum expensarum ultramare et quo iverit dicta navis causa mercandi ad quartam proficui.* ASG, Not. Lanfr., reg. iv, fol. 251^{r}. For an interesting list of the equipment pertaining to shares sold, see below, Doc. XVI, ASG, Not. B. de For., reg. i, pt. ii, fol. 191^{v}–192^{r}. I find one record of an *accomendatio* of a share in a ship, contracted originally in 1239 and still being operated in 1253 by the same parties who attest the fact. ASG, Not. B. de For., reg. iv, fol. 12^{v}.

mission, to pay mariners' wages, to purchase goods for export, or to meet other obligations in Genoa before departure.[1] Shares in a ship when bought and sold or given in *accomendatio* vary in value according to the state of her equipment at the time. One finds shares in a certain ship sold, for example, at £12 *sol.* 10 each but shares in the same vessel given in *accomendatio* after the ship has been provisioned and manned with a crew are valued at £70.[2]

[1] These loans, of which I have hundreds of records, range from small loans on a single *locum* to very large sums on a majority of the *loca* handled by an individual as a unit. Some interesting examples must suffice. The owner of 3 *loca* in a ship sailing to Provence on that security borrows £14½ of a woman, agreeing to pay her 4 *sol.* profit per pound (20 per cent.) free of all dues and charges in fifteen days after the ship returns safely to Genoa. ASG, Not. Lanfr, reg. IV, fol. 55ᵛ. The owner of 3 *loca* in 1210 borrows thereon £80; he agrees to pay 4 bezants 2 mil. per pound (interest at 50 per cent.) in Garbo if the ship goes there; if it goes to Ceuta or Tunis, then to a port in Principatu, and then to Syria, he pays per pound, 3 bez. 3 kar. (interest at 62½ per cent.); to Alexandria 2 bez. 2 kar., to Sicily, ½ oz. gold *tar.*; if it goes from Genoa directly to Syria, 3 bez. (interest at 50 per cent.); all payments to be made in one month after the ship arrives safely in the said port. In 1213 Ugolino de Levanto owes £225 for 9 *loca* of the 'Oliva,' purchased from the owner; he agrees to pay £ 281 *sol.* 5 (interest at 25 per cent.) in fifteen days after the safe return of the ship from service for the Commune, and pledges 13 *loca et omniam introitam dictorum locorum dicte navis furnita et expedicta ab omnibus expensis;* he further states that the said *loca* are not encumbered nor will he pledge them to anyone until payment is completed. ASG, Not. Ruffo, fol. 130ʳ. Two years later Ugolino's three sons having pledged three *loca* in the 'Oliva' to a widow and her minor son, borrow thereon from her older son who has possession of the *loca* £206. *sol.* 13. *d.* 4, the amount they have paid the widow to release the *loca* with the tackle pertaining thereto, the freight, and all other incomes therefrom; in return they will repay capital of the loan with interest at 50 per cent. free of all charges and duties in two months after the safe arrival of the ship in Syria, and for this they pledge their goods, *specialiter loca xii dicte navis.* ASG, Not. Lanfr., reg. IV, fol. 186ᵛ. A woman whose husband is abroad sends her *loca* in a ship in charge of an agent with power to sell the *loca* unless he finds her huband whose orders with respect to the *loca* he must obey. ASG, Not. Gugl. Cass., fol. 25ᵛ.

The maritime codes of the period ordinarily required that ship-owners' first obligation was to pay the mariners' wages. The result was the negotiation of large loans on many *loca*, held by the patron of a ship for the owners thereof, for the purpose of equipping the ship and paying the mariners on the eve of departure, and in the contract for the loan it is expressly stated for legal protection that *me a te mutuo recipisse pro solvendis conductibus marinariorum navis predicte et pro emendis cibariis necessariis marinariis dicte navis.* ASG, Not. B. de For., reg. I, pt. II, fol. 148ᵛ. The patrons of Genoese ships in foreign ports before returning to Genoa negotiated similar loans for this purpose. I have found contracts of this sort drawn in Caffa in the Crimea. ASG, Not. S. Vattacio, reg. V, fol. 101ʳ. ff. Similar documents have been published by Desimoni, *Rev. de l'Or Lat.*, I (1893), 105–6, 335–7.

[2] Sale of 3 *loca* in ship 'Leopardus' for £37½ as she stands, *salvo quod decetero facere debes expensas marinariorum et aliarum necessitatum dicte navis predictis tribus locis et furnire ipsa tria loca.* ASG, Not. Pal. de S., reg. I, pt. I, fol. 28ᵛ. Another *locum* sold at £12 *sol.* 10. *Ibid.*, fol. 29ᵛ. Shares of same ship given in *accomendatio* at £70 each. *Ibid.*, fol. 51ʳ, fol. 51ᵛ.

By the middle of the century the Genoese banks were owners of *loca* which they entrusted to agents exactly as individual investors were accustomed to do, to be sold, leased, or operated for profit on freight as opportunity offered.[1] I have one example of the owners of the shares in a ship entrusting them all to the mate (*nauclerius*) employed by them to manage the vessel in which he owned shares; one fourth of the profits were to be his *pro naucleria*, but if they leased the vessel to others, and the mate found employment on another ship, he agreed to place the salary (*naucleriam*) received therefrom to the credit of their ship, the profits of which would be apportioned to the share-holders, of whom he was one.[2]

After the middle of the thirteenth century I find few references to *loca*. By that time the accumulation of capital in the hands of individual investors, of family combinations, of fairly permanent associations in trade, and of organized banking houses, had increased to such an extent that it was possible for smaller groups of men safely to build, own, and operate their vessels profitably without division into many *loca*. In 1246 and again in 1268 Genoese ship-building received a remarkable stimulus from the requirements of St Louis for his crusades. On both occasions the royal agents entered into contracts with Genoese ship-owners, and with the commune itself, for the sale and lease of scores of ships to the French king. Many of the leading families in Genoa, many groups of prominent merchants, pooled their capital in vast amounts to build new ships, to recondition vessels already on the water, in order to supply the royal demands.[3] For the king's first expedition, two Genoese of wide experience in maritime operations, Ugo Lercario and Jacopo di Levanto, on being appointed admirals to the king, formed a *societas* for two years duration for the combination of all their resources on the basis of equal division of the profits.[4] They entered into many agreements with owners of ships in Genoa, for the sale or lease of vessels to the French authorities at the best

[1] ASG, Not. B. de For., reg. II, fol. 244^{v}. The agent had authority *faciendi sicut cum aliis (libris) communiter expendere et de ista separatim lucrari per libram.*

[2] ASG, Not. Lanfr., reg. IV, fol. 54^{v}.

[3] These contracts have been published by Jal, Belgrano, and Champollion-Figeac, cited above, p. 1, note 3.

[4] *Chart.* II, no. 1881.

prices obtainable with an occasional allowance of 50 marks to be used at their discretion by way of bribe.[1] From the documents it is impossible to discover whether all the many new vessels constructed were owned by a wide number of holders of *loca*, or by a relatively small group of individuals. When scores of individuals agree each to build a ship of fifty mariners to be leased to the king at £4000 *tur.* each, and when a group of three men agree to build twelve *taridae*, each with two masts, one hundred and fifty oars, stalls for twenty horses, requiring twenty mariners as a crew, one is inclined to believe that the current practice of ownership in *loca* may have been generally resorted to on the occasion of St Louis's first crusade, and that in most cases the men forming contracts with the royal agents offered shares for subscription or purchase.[2] On the occasion of St Louis's second expedition however, the Genoese ship-builders shrewdly required a cash payment, amounting usually to more than half, when the contract was drawn, with a promise that the balance would be paid within a specified time, eight to forty-five days, after delivery of the vessel at Toulon or Aigues Mortes.[3] With such amounts in hand it is probable that small groups of capitallists formed associations to finance the construction and equipment of the vessels.[4] The stimulus given Genoese ship-building by St Louis was very great, his specifications down to the smallest

[1] ASG, Not. B. de For., reg. I, pt. II, fol. 169^{v}–170^{r}. Cf., Belgrano, *Doc. Ined.*, p. 59.

[2] In one instance, the ship 'Leopardus,' *in servicio domini Regis Francorum* in 1248 was divided into many *loca*. ASG, Not. Pal. de S., reg. I, pt. I, fol. 28^{v}, 29^{v}, 36^{r}, 43^{r}, 51^{v}, 53^{r}, 53^{v}, 55^{r}, 63^{v}. The contracts for new ships to be built for St Louis naturally do not give the names of the ships, the only means by which *loca* can be identified; it is not at all certain that the 'Leopardus' was a new ship. In 1248 two of the Usodimare family arranged to lease to the king *navem nostram quam fieri fecimus de novo*. ASG, Not. B. de For., reg. I, pt. II, fol. 169^{v}–170^{r}. Cf. Belgrano, *op. cit.*, p. 59.

[3] Jal, *Pacta Naulorum*, pp. 557, 561, 579 ff. Belgrano, *op. cit.*, pp. 273, 282, 287 ff.

[4] For example in 1267, one man owning half of a ship, two others owning a fourth each, sell the vessel to a royal agent. ASG, Not. B. de For., reg. V, pt. II, fol. 167. Cf. Belgrano, *op. cit.*, p. 365. The mention of other *socii* unnamed suggests possible divisions into *loca*. On the other hand I find that in 1251, Lanfranco Mallone assigns to another of the family to cover a debt of £700, *medietatem unius navis que vocatur Regina que facta fuit ad S. Petrum de Arena occasione Regis Francie sive pro eius passagio. . . . confitens tibi quod dictas libras DCC de tua peccunia expendi et dedi in stupa pice et acutis et factas et preparatas ipsius navis usque a principio et eius sarciis corredis et apparatibus*. ASG, Not. Pal. de S., reg. I, pt. I, fol. 210^{r}. It is evident that both systems of financing the construction were used.

details of equipment, even to carpenter's tools and kitchen utensils, were explicit. The effect on shipping and all allied industries is incalculable;[1] the need for materials, especially masts, was so great that the Genoese stipulated that they be allowed to fetch timber from the royal forests in France free of tolls.[2] In this activity in ship-building the system of ownership by *loca* appears to give way gradually to ownership by small groups of wealthy capitalists whose resources were increasing enormously in the second half of the century.

So pervasive had been the system of *loca* in what was one of the most important fields of capitalistic endeavor, and so familiar was it to every class of Genoese society for more than half a century that one is tempted to conclude that it may have exercised a significant influence upon financial operations of a different and wider type of cooperation, such as the *maone* of Ceuta and of Chios, which in turn were preliminary steps toward the creation of that triumph of Genoese finance, the Bank of St George.

[1] Purchases of weapons, hemp, wood, and ships' tackle in Genoa by the Genoese admirals of the king. ASG, Not. Pal. de S., reg. I, pt. II, fol. 100^{v}, 101^{r}. Cf. Belgrano, *op. cit.*, pp. 36, 37, 38. The king wrote them in 1247 ordering the purchase of missiles for cross-bows. Belgrano, *op. cit.*, pp. 54–55.

[2] Jal, *Pacta Naulorum*, p. 536.

V

COST AND VALUE OF SHIPS

THAT the cost and investment value of the ships must have risen with the increase in size, is obvious. For the twelfth century I am unable to make any safe estimates of value. Even in the early thirteenth century, when there are available many records of the sale of one *locum* with the total number of *loca* in the ship given, one must proceed with caution since the age and condition of the vessel are never stated. At the opening of the thirteenth century ships sailing across the seas were sold for amounts well under £1000.[1] Shares in ships fully equipped for the eastern voyage, somewhat later, were given in *accomendatio* at £50 each, and since from many documents I estimate the average ship was divided into forty *loca*, the value of a fair sized vessel with full equipment, manned and provisioned, would represent an investment of about £2000.[2] In the middle of the century the 'Oliva,' capable of carrying eleven hundred pilgrims and requiring seventy-five mariners, when fully equipped in every detail for the Syrian voyage, with provisions for four months, represented an investment of £2250.[3] As compared with these figures one is struck by the prices

[1] In 1203 a ship of 36 *loca*, sailing to Ceuta, was worth £900. ASG, Not. Lanfr., reg. III, fol. 109^{v}. In the same year 12 shares in a ship sailing to Syria sold for £122 *sol.* 12; the average ship having 40 *loca*, this vessel might be reckoned as worth about £500. In 1213 shares in the type of sailing vessel called a *bucius*, going to Tunis, sold for £5 each. ASG, Not. Ruffo, fol. 113^{r}, 113^{v}. In 1220 three men sold half of a *bucius*, one owning a sixth, another an eighth, the third the balance of the half, for £200, total value £400. ASG, Not. Ruffo, fol. 152^{v}.

[2] This estimate is based on many records. In 1229 a ship of 40 *loca* going to Ceuta was worth equipped £2000. ASG, Not. Ruffo, fol. 1^{r}. In 1252 a ship of 30 *loca* was sold at public auction for £595. ASG, Not. B. de For., reg. III, fol. 63^{r}. In 1253 shares in a ship of 40 *loca* were sold for £25 each, total value £800. ASG, Not. B. de For., reg. IV, fol. 4^{v}, 179^{r}. In the same year the half of a ship then in Tunis was sold for £600. ASG, Not. B. de For., reg. IV, fol. 216^{v}.

[3] ASG, Not. B. de For., reg. I, pt. II, fol. 191^{v}–192^{r}.

paid by St Louis for the new vessels supplied to him by the Genoese ship-owners. In 1246 he agreed to pay for the largest of all the ships he secured in Genoa £7000 *tur.*, and for two somewhat smaller vessels £5500 *tur.* each.[1] In 1268 he paid for a two-decker of fifty-five mariners £3500 *tur.*, and £7000 *tur.* each for four larger ships.[2] It is evident to what an extent the Genoese profited, if they did not 'profiteer,'[3] at the expense of the king, although allowance must be made for the fact that these vessels were specially constructed according to minute specifications for his peculiar needs, quite different from those necessary for an ordinary merchant vessel of the same burden. After the excitement aroused by St Louis's demands had subsided, the values of ships appear to have been restored to parity with those of the period previous to his crusades: large ships plying between the East and Genoa were valued at £2500 to £3150 when fully equipped and provisioned.[4] It would be interesting to know what the financial return on such investments were; the gross receipts of the 'Oliva' from the transport of pilgrims only to Syria on a voyage in 1248 was £2887.5,[5] and assuming an equal revenue from pilgrims or freight for the return voyage, the gross receipts may be placed at *circa* £5575 on an investment of

[1] Belgrano, *Doc. Ined.*, p. 13. Cf. Champollion-Figeac, *op. cit.*, pp. 55–57. The prices are wanting in the Paris manuscript.

[2] Belgrano, *op. cit.*, p. 250 ff. Jal, *Pacta Naulorum*, pp. 523–7, 599–603.

[3] Genoese ship-owners even went through the form of selling ships to the Genoese admirals of St Louis, receiving from the admirals a statement to the effect that the sale recorded in one document was only *simulate. . . ut eam (navem) melius deffendere possitis ab inimicis comunis Janue sub protectione domini regis in cuius servicium ituri estis.* ASG, Not. B. de For., reg. I, pt. II, fol. 165^{v}. Cf. Belgrano, *op. cit.*, pp. 57–58, where the reference is erroneously given to fol. 161^{v}. Men and women invested sea loans in St Louis's ships in amounts varying from £50 to £300 at interest rates for the eastward voyage from 16⅔ to 75 per cent depending on the division of the risk. ASG, Not. Pal. de S., reg. I, pt. I, fol. 34^{r}–34^{v}. Not. B. de For., reg. I, pt. II, fol. 95^{r}, 148^{r}, 150^{r}, 155^{r}; reg. IV, fol. 10^{r}, 28^{r}, 32^{r}. The extraordinarily high rates on loans to Syria in St Louis's ships in 1248 are indicative of the profits Genoese investors drew therefrom.

[4] A ship sailing from Constantinople to Cadiz *via* Genoa in 1286 was valued at £2500. ASG, Not. S. Vatt., reg. IV, fol. 19^{v}-20^{v}. In 1287 one third of such a ship was sold for £923 *sol.* 6 *den.* 8. ASG, Not. Ang. de Sig., reg. IV, pt. II, fol. 138^{r}–138^{v}. One sixth of another was sold in the same year for £525. *Ibid.*, fol. 83^{v}. Smaller ships sailing to the East were valued at £1340 to £1600. ASG, Not. S. Vatt., reg. III, pt. II, fol. 10^{v}; *ibid.*, 11^{v}; *ibid.*, reg. IV, 11^{v}.

[5] ASG, Not. B. de For., reg., I, pt. II, fol. 191^{v}–192^{r}.

£2250, giving a gross yield of about 157 per cent. per annum. When the owners of ships carried heavy investments in cargo as well, the total investments mounted to very large sums. A group of five Genoese in the autumn of 1300 in Famagusta borrowed or authorized agents to borrow sums amounting in all to about £20,000 on vessels and cargoes owned by them and bound for Genoa.[1]

[1] *Arch. de l'Or. Lat.*, II (*Doc.*), pp. 118–120. *Rev. de l'Or. Lat.*, I, 62–4, 67–8, 81–82, 96, 311–312, 335–7. These loans were obtained from Genoese merchants about to depart for Genoa on the vessels of the borrowers; they were allowed free passage for selves and servants and the amounts owed by them for freight on their cargoes were to be deducted from the amount of the loan on payment thereof.

VI

PROCESS OF CONSTRUCTION

IN the thirteenth century the sources permit us to observe some of the methods under which the construction of vessels was conducted, although in no case has it been possible to assemble all the details for the construction of a single ship. The operation began by the formation of a partnership among a group of men to build a ship, each active partner stating for the benefit of the others the names of the men with whom he is making separate arrangements for the contribution of funds to be used in the operations; those contributors would own *loca* in the ship in proportion to their investments. The contract usually provided for a division of all expenses *pro rata* with an accounting by the builders to one another at the first of each month 'or in whatever manner it shall be agreed in good faith until completion.'[1] The next step was the employment of a master shipbuilder for the job, a *magister axie*, of whom there were many in Genoa whose names were well known along the riviera. The *magister axie* would agree for sums paid down at intervals to hire all the necessary labor, skilled and unskilled, *magistris pro castello, magistro pro magisterio cohoperte et curretorum* (the decks), *et pro clausura plani*, and *manuales* (laborers).[2] The last were paid by the day and in some cases fed by the master,[3] perhaps only once per day, since many of the great ships were built on the plage at San Pier d'Arena west of Genoa. The head master might undertake the entire job, or the hull and decks alone, leaving masts, spars, rudders, sails and rigging to other skilled workmen. In some instances a group of two or three masters would undertake in partnership to build a ship *in toto*,[4] or again a single *magister axie* under-

[1] ASG, Not. Lanfr., reg. IV, fol. 258^{v}. Not. B. de For., reg. I, pt. II, fol. 158^{r}.

[2] ASG, Not. Pal. de S., reg. II, fol. 17^{r}. Not. B. de For., reg. I, fol. 125^{v}.

[3] Belgrano, *Doc. Ined.*, pp. 53–54.

[4] *Ibid.*, pp. 32–33.

taking the job would agree to have ten other masters in his employ until completion of the construction, with payments at intervals agreed upon.[1] The materials were supplied by the owners; according to specifications given them by the masters, they purchased the materials, oak for the hull, fir for masts and spars, finished parts, etc., all according to measurements given (*secundum calibrem michi dandum per . . . magistrem*).[2] The tall masts of fir were the most costly single item in the construction; a good mast of fir 42 to 45 *godii* (63½ to 67½ ft) in length and of a suitable thickness cost from £200 to £320, delivered on the shore near Genoa.[3] Masts, spars, rudders, etc., were inspected by the master-builders upon delivery for approval before payment was made, *in laude magistrorum*.[4] During the construction the owners were frequently unable to supply the necessary money readily. They then borrowed funds as the work proceeded and gave *loca* in the vessel to the lenders in proportion to the amount loaned;[5] or they took the money as a sea loan to be paid with interest in a stated number of days after the ship had completed her first voyage,[6] or had been paid for by St Louis if being built for him, and pledged *loca* in the ship as security. The contract for the loan sometimes included a clause granting the lender and a servant free passage on the first trip of the vessel to Syria.[7] If the amount were unusually large (e.g., £900 in one case) security would be furnished at one of the banks in Genoa.[8] In many cases labor done on the construction of a new vessel, or on repairs to an old one, was not paid for in cash but in the form of a sea loan to be met with interest in Syria, Alexandria, or wherever the vessel was bound on her first voyage, with the option of accepting *loca* in the vessel on completion;[9] even sail-cutters accepted such sea loans for work done in place of money.[10] The number of

[1] ASG, Not. Pal. de S., reg. II, fol. 17r.
[2] *Ibid.*
[3] ASG, Not. Lanfr., reg. IV, fol. 51r, 52r. Not. Pal. de S., reg. I, pt. I, fol. 145v.
[4] ASG, Not. Lanfr., reg. IV, fol. 90r.
[5] ASG, Not. B. de For., reg. I, pt. II, fol. 158r.
[6] ASG, Not. Lanfr., reg. IV, fol. 38r.
[7] ASG, Not. B. de For., reg. I, pt. II, fol. 95r.
[8] ASG, Not. Pal. de S., reg. I, pt. II, fol. 107r, 108r.
[9] ASG, Not. Lanfr., reg. IV, fol. 38r.
[10] ASG, Not. Pal. de S., reg. I, pt. I, fol. 42r. Cf. Belgrano, *op. cit.*, p. 60.

individuals whose interests were thus involved in the construction, financing, and operation of one of the famous vessels of the period, such as the 'Paradisus Magnus' managed chiefly by the families Doria and Ricio or the 'Bonaventura' by the di Camilla family, must therefore have been very large; so large that one is tempted to believe that the popular excitement attendant on their launching and first departure must not have been unlike that observed by the writer in Genoa in a recent year on the occasion of the completion and picturesque departure of one of the largest transatlantic liners now afloat with a considerable portion of the city's population as spectators, some of them possible share-holders in a form not unlike that in which their own ancestors owned shares in the vessels launched in those very waters six hundred years ago.

VII

CONTRACTS BETWEEN OWNERS AND MERCHANTS (CHARTER PARTIES)

IN an age when maritime trade was still so largely an affair of high adventure and even of hazardous experiment the customary arrangements between merchants and ship-owners by which cargoes were laden and carried profitably to both parties are of interest; this is especially true of the over-seas ventures which often consumed a year's time and therefore bespoke a high degree of forethought and of organization. The customs of the sea disclose clearly enough the major matters of legal responsibility of ship-owners and merchants toward each other, the mariners, and the state, but with few exceptions they fail to enlighten us on the specific problems facing ship-owner and merchant in making their bargains for cargo, lading, and freight upon which their profits depended. For Genoa, furthermore the laws that have come down to us are almost entirely of the fourteenth century; it is therefore to the private records of the time that we must look for light on the customs of the earlier period. Unfortunately, for that significant period of beginnings, the twelfth century, rich as the records are in most details of commercial life, one can discover almost no trace of the arrangements made between merchant and ship-owner for foreign trade. It is difficult to believe that if contracts for shipment of cargo were drawn up in written form before a notary, as was the case with most contracts however simple, accident should have destroyed them all, since none is found until the very end of the century. One is forced therefore to conclude that in all probability under twelfth century practice such arrangements were chiefly verbal agreements based on custom, on mutual trust and personal reputation, with the simple hand-clasp as the binding tie, given quite possibly before witnesses standing by on

street or wharf.[1] This conclusion is upheld by the fact that even in the thirteenth century the numerous written contracts between merchants and ship-owners involve almost solely the most important merchants who are dealing with large sums of money and large cargoes. Apparently the lesser merchant still relied upon verbal agreements, whereas the heavy financial responsibilities of the more powerful merchants and of the owners of the ships which bore them and their cargoes across the seas demanded carefully detailed written contracts wherein little was left to chance or to informal understanding. The conditions under which the trade of the thirteenth century was conducted were so different from those of earlier times that the older customs were no longer suitable, while the new codes were not yet fully formulated. Law, like trade, was growing fast, and the latter naturally outstripped the former. In the thirteenth century companies of powerful merchants combined to lease a vessel or the greater part of her space for a trading voyage; then begin the elaborate contracts governing the ventures, which enable us to grasp most of the details of cargo, shipment, freight, and payment.

1. GENERAL PRINCIPLES

There are a few general principles governing maritime trade which must be borne in mind before an analysis of the contracts will be comprehensible. The merchant ordinarily paid no passage money for himself or his servant; priest, knight and pilgrim paid for his passage, but the merchant paid freight (*naulum*) on his cargo; for the carriage of his person, his servant, and his personal effects in the way of food, bedding, arms, etc. (*compagnas et asnesse*), there was no charge.[2] There were in Genoa two methods of contracting for the shipment of cargo. The merchants might agree to load either a specified or an indefinite amount of goods and to pay the *naulum* thereon by weight, a method known as *ad cantaratam*,[3] from the Mediterranean unit of weight, the *cantarium*, in

[1] Cf. A. Lattes, 'Note per la Storia del Diritto Commerciale,' *Rivista del Diritto Commerciale e del Diritto Generale delle Obbligazioni, Anno* XXV, *N.* 3. *Pt.* 1 (1927), p. 148.

[2] Cf. Ashburner, *op. cit.*, p. cxl.

[3] Cf. Desimoni, *Rev. de l'Or. Lat.*, II (1894), p. 21.

Genoa 150 lbs; a slight variation of this method was that of loading and paying freight per bale of standard size, or if the shipment were to be made from a French port, per *cargiam* or per *torsellum*. Again the merchants might lease or charter an entire vessel for a lump sum, the method known in Genoa as *ad scarsum*.[1] This method was used chiefly for the short haul of large cargoes in galleys between Genoa and the ports of southern France, Barcelona, Sicily, and Sardinia; smaller shipments in this coastal trade were ordinarily paid for by weight. In the over-seas trade it was seldom that any merchant or group of merchants could guarantee a complete cargo for the large vessels of the thirteenth century; consequently shipments across the seas *ad scarsum* are rare but not unknown.

It was in the organization of three fields of foreign trade that the Genoese merchants and ship-owners applied these methods under written contracts, scores of which are found in Genoa and from an analysis of which it is possible to reconstruct the main features of this aspect of shipping. The three fields which offer sufficiently different problems to warrant separate treatment are: the coastal trade with nearby ports from Sicily to Barcelona; the more distant trade to Ceuta via the Balearics with possible calls at Bougia or Tunis on the return voyage; and the trade with the Levant. In the thirteenth century the commerce in these three fields assumed such dimensions in Genoa as to demand a high degree of cooperation and of organized effort on the part of ship-owners and merchants. Disregarding the petty trade, of which there must have been much, but of which the written traces are slight, and confining our attention to the activities of the more important class of wholesale merchants in their relations with ship-owners, we may form new estimates of the skill and ingenuity of these adventurous men. For all three fields of trade it was the custom of important merchants preparing to engage in a venture to combine their resources either in formal or informal associations, to find a ship-owner or ship-owners, to reach an understanding with them, and then to appear before a notary for the purpose of formulating the contract.[2] Apparently the con-

[1] *Ibid.* Desimoni here corrects Du Cange.

[2] On charter parties in general see Ashburner, *op. cit.*, p. clxxix ff.

tract was dictated in the vulgar tongue by the two parties or their spokesmen, and then cast into Latin in legal form by the notary. The typical contract *de naulo* consists of three parts: the obligations undertaken by the ship-owners (i.e. the active *participes* or share-holders acting for themselves and their associates), wherein they describe, often in the most minute detail, the vessel and her equipment, the voyage with stops, destination fixed or optional within stated limitations dependent on circumstances of trade, and the freight rates to be paid by the merchants; on the other hand the contract specifies the obligations assumed by the merchants, their names, the minimum or maximum cargo to be supplied, the amount and time of payment of freight, as well as the dates of loading the cargo; and finally come the pledges and guarantees of both parties under the usual legal *formulae*, with a statement of the penalties for failure to fulfill the terms of the contract. The extreme care with which such contracts were drawn, the shrewd calculation of rates and cargo, the careful provision for all contingencies, indicate great ability and experience on the part of both ship-owners and merchants as well as no mean grasp of the problems of accounting. In passing, it is interesting to observe the contrast between the stumbling, halting character of the contracts drawn by the early thirteenth century notary, full of errors, corrections, and interlinear additions, until the contract is barely intellegible, and the polished, perfect documents of the mid-century by which time the notary and the contracting parties had clearly in mind what was to be done and how the contract should be phrased.[1]

2. VOYAGES TO NEARBY PORTS

Of the three fields of organized trade by far the simplest from the point of view of organization was the coastal trade with ports from Sicily to Barcelona, conducted for the most part in galleys and similar types of vessel. Such vessels could be hired on short notice in Genoa for these voyages, equipped with thirty to one hundred and twenty mariners, including one to four mates (*nautae*,

[1] E. g., ASG, Not. Gugl. Cass., fol. 204^{v}, and Not. Pal. de S., reg. 1, pt. 1, fol. 178^{r}-178^{v}. The latter document of the year 1250, covering a folio and a third, has a single minor correction, whereas the former of the year 1203 contains innumerable alterations and errors.

nauclerii), and as many as eight boarders (*supersalientes*), and boys to serve the mariners; of these a few were supplied with crossbows, all or most of the others with suitable arms and armour according to the desires of the merchants.[1] Extra crossbowmen, if required, would be furnished by the owners of the galleys for a stated sum in addition to the contracted *naulum*, and occasionally the crew of oarsmen was enlarged at Montpellier if the voyage were prolonged to Barcelona.[2] Groups of merchants combining their cargoes sometimes contracted with one or several owners for a fleet of galleys from three to ten in number to carry cargoes of eastern wares to these ports or to fetch to Genoa large amounts of cloth awaiting shipment in southern France.[3] For such a fleet the merchants were allowed to elect a captain (*capitaneus*) whom the owners of the galleys must obey.[4] A large galley, fully equipped, could be leased for the voyage to Barcelona and return for £200,—no small sum, but in view of possible calls at several ports for trade, the rates were usually reckoned at so many *solidi* per bale, *torsellus*, *cargia*, *sporta* of pepper, or sack of cotton, and were of course increased in proportion to the distance of the ports named from Genoa. In some instances the merchants guaranteed a definite cargo, and stipulated that no other merchant's wares might be loaded without their consent.[5] The merchant lessees received a preferential rate lower than that required of others; in fact, that there was a system of rebates in use is attested by one contract wherein the owners agreed to remit to the lessees 2 *sol.* on every *torsellus* carried for

[1] ASG, Not. Lanfr., reg. IV, fol. 82^{v}, 83^{r}, 223^{r}. Not. Pal. de S., reg. I, pt. I, fol. 45^{r}. It is useless to cite here the scores of similar documents studied; important illustrative references are given below.

[2] The equipment and armament of galleys engaged in the trade with certain nearby ports was regulated by the commune by the year 1287. I find in a document of that year that galleys going to Sicily are to be *armatas et munitas de omnibus ad predictis pertinentibus secundum formam tractatus comunis Janue.* ASG, Not. Ang. de Sig., reg. IV, fol. 163^{v}-164^{r}.

[3] ASG, Not. B. de For., reg. II, fol. 261^{v}.

[4] *Ibid.* This is in the year 1252, and interestingly forecasts the *comites* of the fourteenth century fleets to Constantinople and to Flanders.

[5] The merchants sometimes contracted to load a certain number of bales at a rate, e.g., of 30 *sol.* to Barcelona, and for bales above that number, *de super totum*, the rate was 20 *sol.* ASG, Not. Lanfr., reg. IV, fol. 223^{r}.

other merchants.[1] In another contract covering the lease of several galleys for a voyage to Sicily the rate privately agreed upon is 30 *sol.* per bale, but to all others outside the group of contracting merchants it is to be 50 *sol.*, and the higher rate is to be known as that charged the lessees.[2] The merchants occasionally agreed to furnish all food for the patrons and crew on a voyage to Sicily and return thereby securing a reduced freight rate.[3] In fine, the shipping arrangements for trade with all nearby ports lack uniformity and are characterized by many ingenious variations.[4]

3. VOYAGES OVER SEAS

Far more intricate than these simple arrangements, were those involving the more important ventures across the seas to north African ports and to the Levant, voyages begun in the spring with the expectation of return to Genoa in the autumn, or begun in the autumn with the prospect of returning the following spring or early summer after a winter of trade abroad. In these more protracted voyages the principle of association among the merchants was universal. As few as four merchants are found leasing the greater part of the cargo space on a fairly large vessel of fifty mariners for a voyage to north Africa,[5] and as many as twenty-five merchants contract for one of the largest vessels of the day for a voyage to Syria.[6] These figures with variants between do not represent the total number of merchants on board, but constitute the group of associated lessees who are able to guarantee a profitable voyage to the ship-owners, who in turn are enabled to meet the demands of the

[1] ASG, Not. Pal. de S., reg. I, pt. I, fol. 45^{r}. The ship-owner also sometimes entered into a private agreement with the merchants to the effect that although they would agree to load a definite cargo he would accept from them a lesser weight than that specified in the contract. How this agreement entered into before the drawing of the formal contract would affect other merchants who might accompany the ship does not appear. ASG, Not. B. de For., reg. IV, fol. 149^{r}.

[2] ASG, Not. Ang. de Sig., reg. IV, fol. 163^{v}-164^{r}.

[3] ASG, Not. B. V. Cass., fol. 9^{v}–10^{r}.

[4] A merchant agrees to load cargo in Sardinia sufficient to pay the wages of fifteen mariners. ASG, Not. Pal. de S., reg. I, pt. I, fol. 101^{r}. The freight rates were subject to great variations in bargaining.

[5] ASG, Not. B. de For., reg. IV, fol. 149^{v}.

[6] *Ibid.*, fol. 148^{r}.

merchants for a long season of profitable trade abroad. Such ventures were naturally not lightly undertaken. The repeated presence of the names of members of the greatest families in Genoa in the lists of ship-owners and of merchants suggests a large degree of mutual knowledge of each other's reliability and resources, an item of great if intangible value in consideration of the risks involved on both sides; still the contracts were drawn with remarkable attention to detail in the attempt to foresee every possible contingency. All of these ventures across the seas have certain features in common which can be discussed, after which the special problems confronting the participants in the different areas of trade will be considered.

The owners specify the major equipment of the vessel, that upon which her seaworthiness was dependent.[1] The number of sails carried is given,—four to seven, one or more of which are always new,[2] only one of canvas, the rest of cotton; extra pieces of sail cloth held in reserve (*pro respecto*), the number of extra spars, the number of ship's boats, the number of anchors (as many as twenty-five on a great ship), the number of standard coils of cable new and old, are listed. Additional masts of course could not be carried, but occasionally the installation of a new mast was promised before sailing.[3] The total equipment, including the cabin and its furniture, was usually subject to inspection before departure by a representative committee, composed of two to four of the merchants, whose reasonable demands the owners agreed to meet by the date fixed for departure.[4] If the committee found the equipment and repairs progressing unsatisfactorily they sometimes signified the fact to their associates in a formal statement drawn before a notary to the effect that in their opinion the ship could not be made ready to sail on the date fixed.[5] The same committee was authorized to pass on the condition of the ship in foreign ports be-

[1] My statements here are based on many documents. Specific references will be given on all points of importance.

[2] Sometimes a new sail was required to be furnished also for the return voyage from the East. ASG, Not. B. de For., reg. IV, fol. 158^{r}.

[3] ASG, Not. B. de For., reg. III, fol. 158^{v}.

[4] ASG, Not. B. de For., reg. II, fol. 249^{r}; reg. IV, fol. 148^{r}; reg. V, pt. II, fol. 185^{r}.

[5] ASG, Not. B. de For., reg. II, fol. 220^{r}.

fore the return journey was begun.[1] The ship was not allowed to sail before the consent of this committee had been given nor could the ship-owners delay the sailing beyond the date fixed except with the consent of the committee.[2] In case the vessel were leased only for the outward voyage the owners often agreed to hold her in the port of destination at the disposal of the merchants for a certain period until two thirds or a majority of the merchants had decided whether to return to Genoa in the vessel; in that case the owners were bound to accept them and their cargoes but could not oblige the dissenting merchants to ship their cargoes upon her.[3] Similarly the merchants were allowed to decide by vote upon ports of call going and coming, also whether Genoa or some other western port should be the final point of unlading.[4] In the decision of all these matters no merchant on board other than the original lessees could have a vote.[5] It is not to be supposed that in all technical matters concerning the vessel the merchants were well versed, yet such may have been the case; at any rate they were usually allowed to add to the committee a trained mate (*nauclerius*) selected by them in Genoa from the many skilled nagivators available there and then hired by the ship-owners for the voyage. The mate so employed was sometimes sworn 'to inquire diligently into the equipment . . . fifteen days before the ship is due to move from parts beyond the sea for the purpose of returning to Genoa; if he shall find anything wanting in the aforesaid equipment . . . he shall be held by oath to denounce and to manifest to you merchants those things which are lacking . . . from what is above written concerning said equipment.'[6] Stipulations in the contracts show that it was often necessary to put in at some port for news of peace and war,

[1] ASG, Not. B. de For., . reg. IV, fol. 148[r].

[2] The Venetian law of 1255 required the appointment of such a committee. Pardessus, *op. cit.*, V, 22–23. In Genoa in the fourteenth century the government through the *Officium Gazarie* chose a committee of two merchants, designated as *cercatores*, to inspect the ship before departure both in Genoa and in Pera. *Hist. Patr. Mon.* (*Leges Municipales*), II, col. 350–351.

[3] ASG, Not. B. de For., reg. IV, fol. 158[r].

[4] ASG, Not. B. de For., reg. II, fol. 208[v], 249[r].

[5] This is implied in all the contracts and explicitly stated in one. ASG, Not. B. de For., *reg.* II, fol. 249[r].

[6] ASG, Not. B. de For., reg. IV, fol. 148[r].

of advantageous markets, or of the most desirable place to spend the winter in trade in case it were an autumn venture. For example ships going westward might be required to stop at Malaga for news of conditions in Ceuta before the merchants decided for Ceuta, Bougia or Tunis;[1] or merchants on a ship going to Tunis might be allowed to decide after trading there whether to go on to Syria or to return to Genoa;[2] on the voyage to the East the ship might stop on demand at one of the Greek islands and send someone ashore for news before the merchants decided on their course.[3] In preparation for making their decisions as to destination several merchants whose interests were largely the same and might conflict with those of their companions, would occasionally solemnly agree in advance to abide by a majority vote among themselves;[4] no doubt they were thus able to influence the decision of the entire number of merchants on board. The major direction of the voyage was in the hands of the merchants, not of the ship-owners, one of the characteristic differences between mediaeval and modern shipping.

The contracts always specified the number of mariners which the owners must supply to man the ship, never more than a hundred on the largest Genoese sailing vessels; in addition there were servants (*servitores*, *pueri*) the full number of whom is not given, and who must not be counted in the stipulated number of mariners, nor must the persons or servants of the owners be reckoned therein.[5] The command of the ship lay with one of the owners as *dominus* or *patronus;* it is probable that frequently several of the owners accompanied the vessel and engaged in trade as well.[6] Among the names of these *patroni* are many of the highest in Genoa, merchant nobles whose knowledge of the sea and of shipping is a tribute to the many-sided activity and ability of their class. The actual

[1] ASG, Not. B. de For., reg. IV, fol. 164^{r}.

[2] ASG, Not. B. de For., reg. II, fol. 208^{v}–209^{r}, 211^{v}.[11]

[3] ASG, Not. B. de For., reg. III, fol. 158^{v}.

[4] ASG, Not. B. de For., reg. II, fol. 139^{v}.

[5] There is an occasional exception when the individual owner going as a mariner and not as a patron is named. ASG, Not. B. de For., reg. II, fol. 107^{v}. Two *participes* are to be counted as mariners. *Ibid.*, III, fol. 158^{v}.

[6] One or more of the many owners make the contract as *participes*, and imply that they are going on the voyage. In one contract they speak of themselves as *patroni*. ASG, Not. B. de For., reg. V, pt. II, fol. 185^{r}.

technical direction of the ship and crew lay with the skilled mate, *nauclerius*, usually chosen by the merchants, assisted in some cases by other mates, *penexii*,[1] or there might be several *naucleriі*.[2] Infrequently a pilot (*pilotus*) was specified;[3] for a difficult voyage or protracted cruise, through the Greek archipelago for example, if a pilot with the requisite knowledge could not be found in Genoa, it was agreed that one should be picked up at some port of call further east.[4] All the mariners were armed, as indeed was the entire ship's company including the merchants. The armament of the crew was ordinarily described: e.g., of seventy-five mariners fifteen must be armed with crossbows or of one hundred mariners twenty must be so armed, with one as master (*magister*), while all the rest were *muniti ad ferrum*, or as we should say armed with steel. The specifications occasionally went into greater detail: on one voyage to Syria in addition to the ordinary arms two hundred lances and head-pieces were to be carried.[5] The armament for trading voyages was apparently not yet regulated by the government in Genoa as it was in Venice at this time, and in the next century in Genoa.[6]

4. CARGO AND FREIGHT

The most intricate features of these contracts are the stipulations covering cargo and freight rates, a full understanding of which is rendered difficult by the lack of Genoese law on the subject for this period and by the tacit or expressed reliance upon custom. From the contracts, however, it is possible to outline Genoese practice in the chief areas of trade. In trade across the seas, except that with Constantinople and Caffa in the latter part of the thirteenth century, it is evident that the ship-owners reckoned their profits chiefly on the freight paid for cargoes fetched back to Genoa from ports over

[1] ASG, Not. B. de For., reg. IV, fol. 158^{r}.

[2] Three *naucleriі* and one *pennesius*. ASG, Not. B. de For., reg. III, fol. 158^{v}.

[3] ASG, Not. B. de For., reg. II, fol. 208^{v}-209^{r}.

[4] ASG, Not. B. de For., reg. III, fol. 158^{v}

[5] ASG, Not. B. de For., reg. V, pt. II, fol. 185^{r}–185^{v}.

[6] It is singular that there is no mention of officials such as *consules maris* to whom governmental inspection would be entrusted. On these officials see A. Schaube, 'Neue Aufschlüsse über die Anfänge des Consulats des Meeres', *Deutsche Zeitschr. für Geschichtswissenschaft*, IX (1893), 223–258.

seas, and not on the cargoes exported from Genoa. The more important merchants departing from Genoa ordinarily contemplated returning on the same vessel; when assured of this, the ship-owners agreed to carry from Genoa to the destination the cargoes of the merchants, within certain limits and with certain exceptions mentioned below, free of all freight charges.[1] When the merchant lessees did not contemplate returning on the same ship they were required to pay freight on cargoes exported from Genoa; if they were undecided on the question of the return when leaving Genoa, freight was charged on the exported cargo but the amount then paid was regarded as an advance payment and was later deducted from the amount owed for the return cargo,—a point to which I shall later return. The quantity of goods carried free on the outward voyage was regulated in Genoese custom by the conception of an ideal mercantile unit of cargo, known as the *miliarium librarum Janue*, a thousand Genoese pounds, the weight of cargo every merchant was supposed to carry in order to rank on board the ship as a merchant in distinction from a pilgrim or common passenger who paid for the carriage of his person and did not share in the direction of the voyage.[2] In coming to an arrangement with the ship-owners the mer-

[1] It was the common practice in all Mediterranean trade to carry the merchant and his personal effects free of freight charges. Cf. Ashburner, *op. cit.*, p. cxl ff. The free transportation of outward bound cargo in view of a heavy return cargo, however, as described above in Genoese practice is either unique or not elsewhere evident because of the paucity of contracts of this nature.

[2] Genoese practice in this respect looks back to the Rhodian sea-law. Cf. Ashburner, *op. cit.*, p. cxc. It is similar to the method by which under the sea-law of Barcelona the merchant was distinguished from the pilgrim by the amount of cargo carried or by the amount of freight paid thereon. Pardessus, *op. cit.*, II, 115–116. But nowhere does the practice seem to have been so logically and efficiently developed to meet the demands of thirteenth century trade as in Genoa. For shipments of money the *miliarium* was sometimes divided into tenths, when the merchant paid freight on the *centanarium*; *quolibet centanarium librarum denariorum Janue que portabuntur in capsiis inplicatarum in miliarensibus et rebus subtilibus pro soldis decem Janue.* ASG, Not. Veggio, reg. I, pt. I, fol. 169^{v}. Despite the growth of credit and of letters of exchange the Genoese were still exporting money to the west and to African ports between 1250 and 1260. I find two important expeditions organized by powerful merchants going to Tunis with large amounts of money in bezants. The merchant's unit of load then becomes a *miliarium* of bezants, or the weight thereof, carried free; in return for this free carriage each merchant agrees to load in Tunis a definite weight of cargo, 60 *cantaria*, upon which he will pay freight. ASG, Not. B. de For., reg. II, fol. 213^{v}–214^{r}; reg. IV, fol. 37^{r}. I do not find the *miliarium* used as a merchant's unit in the trade with Constantinople or Caffa in the

chants secured a statement in the contract as to what would be accepted as free cargo. In some cases the entire cargo to be exported was declared to be free from freight charges;[1] in other cases fifteen or twenty bales, regardless of weight, were specified as acceptable per *miliarium* evidently under the implication that freight would be charged on bales in excess of the number agreed upon.[2] In all cases the merchants on the other hand were required to supply in the foreign port for the return voyage to Genoa a definite weight of cargo per *miliarium* carried outwards free of freight.[3] Thus the ship-owners were able to calculate the approximate amount of return cargo to be supplied by the merchant lessees, and thus to reckon their chances of profit as well as to estimate how much additional cargo they must secure from merchants outside the group of lessees

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latter part of the thirteenth century when the Genoese became so powerful there, nor has Bratianu met it in his researches apparently. It would only be met with were the merchants organizing a round trip to those regions, and I have found no example of that kind. Moreover it should be observed that the *miliarium librarum Janue*, or *miliarium bisanciorum argenti* in the trade with Tunis, as a merchant's unit must be distinguished in reading the documents from the *miliarium* in use in the Byzantine and Black Sea trade as a unit of weight for the shipment of hides, wax, etc., on which freight was paid regularly. ASG, Not. S. Vatt., reg. v, pt. i, fol. 127^{v}–128^{r}, 130^{r}–130^{v}. I find it used only once in this fashion for exports from Genoa, and then in a document that bears every appearance of being entered on a folio as notes for a notary from which the completed text of the contract was later to be prepared. ASG, Not. B. de For., reg. iv, loose folio unnumbered.

[1] ASG, Not. B. de For., reg. iv, fol. 37^{r}, fol. 149^{v}.

[2] ASG, Not. Pal. de S., reg. i, pt. i, fol. 178^{r}–178^{v}. Not. B. de For., reg. ii, fol. 249^{r}.

[3] In a document covering a voyage to Ceuta *via* Malaga: *promitto vobis mercatoribus portare vos et . . . res . . . et compagnas vestras . . . sine aliquo naulo inde michi solvendo in Septam et cantaria quatuor cotoni per centanarium librarum Janue sine naulo et abinde super ad rationem solidorum sex Janue pro quolibet cantario.* Then later in the contract the patron agrees when the ship has reached Malaga *cantaria ducenta levare in dicta nave per miliarium librarum Janue.* ASG, Not. B. de For., reg. iv, fol. 164^{r}. This is interesting as showing the use of the *miliarium* and its tenth, the *centanarium*, in the same document for different aspects of the same problem, the free cargo. In the Tunisian expeditions the merchants' cargoes are carried free of freight, but they are bound to load in Tunis *cantaria LX per miliarium bisanciorum argenti de omnibus mercibus et rebus et miliarensibus quos et quas portabimus nobiscum.* ASG, Not. B. de For., reg. ii, fol. 213^{v}–214^{r}; reg. iv, fol. 37^{r}. In the Syrian trade the clearest statement of the point is found in a contract in which the shipowners stipulate *et dare nobis debetis de ballis vestris quas portabitis vel mittetis in dicta nave ultramare cantaria octo Acconis facta ad navem per miliarium librarum Janue.* ASG, Not. B. de For., reg. iv, fol. 158^{r}–158^{v}. The *cantarium* of Acre, according to Pegolotti, was equal to 725 lbs. Genoese, except in cotton, when it was reckoned at 740 lbs. *Pratica della Mercatura*, p. 52.

to make the voyage as profitable as possible in consideration of the capacity of the ship. The ship-owners were further protected by their personal knowledge of the financial status of the merchant lessees which would enable them to calculate roughly the probable amount of the money, credits, and goods to be exported upon which the return cargo would be based. In some instances they required the merchants to agree that either all or two thirds of their exports from Genoa at that season be sent in the vessel under lease and in no other, and to agree that all of their wares to be fetched to Genoa from the foreign port be loaded in that vessel provided she could carry them.[1] This unit of export, the *miliarium*, offered another practical advantage: it enabled merchants exporting merchandise only, and those exporting merchandise and money or silver bars in any combination, to be placed on the same footing with each other as members of the group in control of the voyage. Their obligations with respect to the return cargo on which the ship-owners calculated the ship's profits being in direct proportion to the registered weight of their exports regardless of bulk, were to all intents and purposes identical in nature, although not in amount beyond a certain minimum. It also afforded a simple method of weighing the merchants votes, so to say, on all questions of choice of route or of ports of call; the vote was expressly counted in some cases, perhaps in all, not by heads, but by weight of cargo laden.[2] This unit was furthermore used to determine the amount of return cargo allowed the merchant at the preferential rate in cases where the ship-owners did not agree to accept all the cargo assembled by the merchants without question of its true ownership.[3] In the foreign port the

[1] The usual provision was two thirds. ASG, Not. B. de For., reg. IV, fol. 148^{r}, 158^{r}, 160^{v}–161^{r}.

[2] The choice of the Syrian port is to be *in voluntate vestrum mercatorum ascendencium in dicta nave vel maioris partis vestrum pro parte cantarate.* ASG, Not. Pal. de S., reg. I, pt. I, fol. 178^{r}–178^{v}.

[3] It appears that the ship-owners were bound to the freight rate fixed in the contract only for that amount of return cargo agreed upon as the equivalent per *miliarium* exported from Genoa. On cargo beyond that amount they could charge a higher rate, as of course they could charge outsiders a higher rate. Only in this light can I interpret the following passage: *Acto etiam . . . quod si quis vestrum mercatorum infra dies quindecim postquam apud Acconem cum dicta nave aplicuerimus addere voluerit cantaratam suam. possit quilibet qui voluerit licenter addere cantaria duo per miliarium librarum Janue ultra suam cantaratum supradicta ratione.* ASG, Not. B de For., reg. II, fol. 249^{r}–249^{v}.

merchants were allowed to place on board one merchant for every unit of return cargo fixed in the contract as the equivalent of the exported *miliarium*.[1] Variations in the use of the *miliarium* will be discussed below.

As stated above, there were certain limitations on the amount and character of the goods carried outward free of freight. On voyages westward to the Balearics, Spain, and Ceuta, as well as to Bougia, lacquer, pepper, cotton cloth, saffron, *et omnes res subtiles*, ordinarily shipped in chests, like money, were carried free,[2] but only a limited amount of cotton per *miliarium* or per merchant. Very heavy or very bulky wares such as copper, lead, tin, iron, canvas, hemp, and the manufactured wooden wares which the Genoese exported in large quantities to Tunis, were almost invariably excluded from the free cargo, not only because of the difficulty in handling them but also because the metals were so often used as ballast in the lading of the ship. For merchants going to the East fifteen or twenty bales per *miliarium* would be carried without freight charge. On all voyages to the Moslem ports of Africa the ship-owners agreed to carry without charge a stated number of casks of wine per *miliarium*, or per merchant, since for this purpose the two terms are nearly interchangeable;[3] the omission of this clause in the contracts for

[1] This is stated in nearly all the contracts here cited, the usual provision being that any of the lessees may place one merchant on board for the return voyage for every eight or ten *cantaria* of Acre loaded, even if he does not return but merely sends a cargo. That the cargo must first have been weighed in appears in one contract and may have been the rule: the ship-owners promise *levare in dicta nave pro cantariis decem Acconis factis ad navem mercatorem unum facta prius cantarata dicte navis.* ASG, Not. Pal. de S., reg. I, fol. 178^{r}–178^{v}. In one contract for a voyage to Ceuta wherein the outward bound unit of cargo is the *miliarium* the ship-owner agrees to allow the merchants to place on board for the return one merchant for every 100 *cantaria* loaded. ASG, Not. B. de For., reg. IV, fol. 164^{r}. The great discrepancy in the cargo required before placing a merchant on board may lie in the fact that sometimes the merchants were not allowed to load goods of others, only their own.

[2] One of the earliest illustrations of this practice of a year about 1203 is found in a contract for a voyage to Bougia. The ship-owners *promittunt eis portare portare Buzeam laccam et piperem et telas et safranum et omnes res subtiles ex dono pro mille cantariis quas debent eis dare.* ASG, Not. Gugl. Cass., fol. 170^{v}. It is the only statement of why the goods are carried *ex dono* that I have found. The phrase *ex dono* shortly gives way to *sine aliquo naulo.*

[3] The amount of wine carried free was apparently the subject of bargaining, dependent also on the length of the voyage and the duration of the pause in Moslem lands. It varies from 8 *mezzarole* per merchant and servant (ASG, Not. B. de For., reg. IV, fol. 149^{v}) to 13 *mezzarole* per *miliarium librarum Janue, ibid.*, reg. IV, loose folio unnumbered; and 15 per

eastern voyages leads me to suppose that the amount of wine carried for use on shipboard was fixed by the commune for the Levant trade. All such goods carried free were of course in addition to the personal effects of the merchant, which were universally transported without charge, provided that he indubitably ranked as a merchant, and for this the test in Genoese practice was undoubtedly the carriage of goods and money of a certain weight, a *miliarium* of goods or money.

With these general considerations in mind, it is possible to proceed with a description of the more detailed features of the cargo and freight problem in the different areas of trade.

(*a*) *Spain, Ceuta, Bougia*

Considering the trade with Spain, Ceuta and Bougia as one field of Genoese activity, we find that the stipulations concerning cargo and freight vary as the venture is direct to one port for the outward voyage alone, or to one port and return to Genoa, or a general cruise touching at many ports over a period of eight months and more before the return to Genoa. An example of each will be considered. Naturally the first of the three types of voyage is the simplest. In the spring of 1250 nine merchants of families long distinguished in over-seas trade contracted with the owners of a vessel of fifty-five mariners for a voyage to Ceuta, making no provision for the return voyage.[1] They guaranteed no definite cargo but agreed to ship all their wares for export in that vessel and in no other. In view of the possibility that the merchants might not return in the same ship, leaving the owners to risk securing a profitable return cargo, no wares were to be carried free except six casks of wine per merchant. On money of Genoa or of Ceuta and on *res subtiles*, carried in chests, the merchants agreed to pay 10 *sol.* per hundredweight, on merchandise in bales 5 *sol.* per bale, on cotton 6 *sol.* per *cantarium*, on wine above the free allowance 2 *sol.* per *mezzarola*. No provision being made for time of payment, we may assume that the freight was paid before the departure from Genoa as was custom-

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merchant, ASG, Not. B. de For., reg. II, fol. 213^{v}–214^{r}. The *mezzarola* of the period was equivalent to 91.480 litres. Rocca, *Pesi e Misure*, p. 108. Above the stipulated amount freight was charged.

[1] ASG, Not. Veggio, reg. I, pt. I, fol. 169^{v}.

ary unless otherwise stated. The ship-owners assumed the risk of a profitable return cargo in view of the well known status of the participating merchants who might be counted upon after a summer of trade to make a reasonable contract for a fair cargo for the return to Genoa; moreover Ceuta was then a port much frequented by Genoese traders from whom the prospects of a profitable return cargo were no doubt far from uncertain, especially in the autumn.

To illustrate the second type of voyage, I cite a contract for the lease of a smaller vessel of twenty-eight mariners for a trip to Bougia and return in the late summer and autumn of a much earlier year, *circa* 1203.[1] The four merchant lessees, in their own names and in those of their associates unnamed, guarantee a return cargo of 1000 *cantaria* at a freight rate of 1 bezant *miliarensis* per 1.75 *cantarium*. The outgoing cargo,—the total amount not specified, is divided into two parts. The first part, consisting of cotton cloth, pepper, saffron, lacquer, and other *res subtiles* in chests, is carried free in view of the guaranteed return cargo. On the second part of the outgoing cargo freight is charged as follows: flax at 2 *sol.* and cotton at 3 *sol.* per *cantarium*, wine, oil, and honey at 2 *sol.* per cask. The freight is to be paid in Bougia within fifteen days of arrival there on the demand of the ship-owners after the merchants have made the first public sale of their wares (*facta prima calica*). The merchants further agree that for the return voyage the ship-owners may load for themselves on the deck of the ship 1000 *cantaria* of wool and hides; their own cargo of the same amount is apparently to occupy the hold of the vessel, leaving the ship-owners free to load an equivalent cargo for themselves or other merchants at will. It will be observed that the ship-owners have three sources of profit: that on the outgoing cargo which might be estimated through their acquaintance with the standing of the merchant lessees, that on the guaranteed return cargo, and that on the additional thousand *cantaria* carried on deck. They deferred payment of the freight on outgoing cargo until after the first sales in Bougia, but they received the amount due in ample time to meet their own needs for trade and for the expenses of the return voyage. More-

[1] ASG, Not. Gugl. Cass., fol. 170^{v}.

over the unusual concession for the loading of additional cargo on the deck, space usually reserved for the merchants and their *campagna*, for greater freedom of movement on the part of both merchants and crew, may have been intended to offset partially the inconvenience to the ship-owners of deferred payment, a provision operating to the distinct advantage of the merchants who were obviously thereby enabled to load a larger cargo of wares.

The third type of voyage in these waters, a cruise from port to port extending over the winter season, required a contract of a far more intricate nature, similar in most respects to one for a voyage to the East. In the summer of 1253 fourteen merchants leased the 'Stella' for a venture *via* Malaga to Ceuta where the boat should winter if possible, with calls at Bougia and as far east as Tunis before the return to Genoa the following summer.[1] The contract, drawn on July 20, for departure on Sept. 8, is explicit on the details of the ship's equipment, with fifty armed mariners, including six crossbowmen and a mate selected by the merchants. The patron of the ship agreed to call for news of conditions in Ceuta at Malaga, where he would pause for three days; there the merchants might debark for trade after giving security for what they owed the ship-owner, and where they should decide by majority vote where to winter,—in Ceuta, as they hoped to do, or if that were found unwise, then in Bougia or Tunis. The owner agreed not to put up the ship for the winter before Nov. 30, except in Ceuta, and if he wintered elsewhere than in Ceuta he bound himself to await the merchants' pleasure for four months in the port chosen for wintering. If the winter were spent in Ceuta the merchants should there decide whether they wished to proceed to Bougia and Tunis before the final return to Genoa.

In his agreement with the merchants on cargo and freight rates the ship-owner waived freight charges on most of the cargo exported from Genoa in view of the returns promised from specifically stated cargoes to be carried from port to port on the cruise, and from the large guaranteed cargo for the final haul to Genoa. He agreed to carry the merchants, their personal effects, and their goods free of

[1] ASG, Not. B. de For., reg. IV, fol. 164^{r}. In this document I have met for the first time the *orum* as apparently synonymous with *miliarensis*. Cf. *ibid.* reg. IV, fol. 149^{r}.

freight charges with limitations on wine and cotton alone. The allowance of wine was liberal, ten casks free of freight per *miliarium* laden. The limitation on cotton was four *cantaria* per *centanarium* or hundredweight of cargo laden; on cotton carried above that amount the rate should be 6 *sol.* per *cantarium.* The chief exports from Genoa to these ports were spices, other *res subtiles* and cotton. It is obvious that the bulk of cotton in relation to weight was so large that here as everywhere in Mediterranean trade a limitation on cotton cargo was necessary, whereas in this case no limitation was set upon the smaller wares in accordance with custom when the return cargo was calculated to be large and remunerative.

The stipulations governing cargo and freight after reaching Malaga are interesting. There, as has been said, the merchants might descend with such goods as they pleased for trade after giving security for what they owed the ship-owner. He agreed furthermore to load wares purchased by them at Malaga for the haul to Bougia or Tunis at 8 *orum* or *miliarenses* per *cantarium;* he would load for each merchant 200 *cantaria* per *miliarium* originally laden, but no part of this cargo was there to be classified as coming under the rate fixed for the return cargo to Genoa; in the phrase of the contract these wares were not *res de stiva* until reloading for the final leg of the cruise when they would be stowed in the hold or *stiva.* From Malaga until the end of the voyage one jar (*jarra*) or two baskets (*sporte*) were to be reckoned as one *cantarium* in figuring the freight charges. If the merchants while in Ceuta for the winter voted to call at Bougia or Tunis before returning to Genoa the patron agreed to carry jars to Bougia at a rate of 40 bezants *miliarenses* per *centanarium* and to Tunis at 50 bezants *mil.*, provided the merchants loaded 5000 jars. Upon reaching Bougia or Tunis any merchant was privileged to withdraw from the cruise with his cargo on condition that he paid 80 bezants *mil.* per *centanarium* at Bougia, or 90 bezants *mil.* per *centanarium* at Tunis for cargo carried from Ceuta,—increases of 100 per cent. and 80 per cent. above the rates charged for this leg of the cruise were he continuing the voyage to Genoa. The ship-owner was protected against loss on the occasion of merchants abandoning the cruise at these ports not only by the greatly increased rates on cargo hauled there from Ceuta, but also

by the obligation of the merchants continuing the cruise to supply him with the full amount of the guaranteed cargo for the return to Genoa; apparently the merchants remaining with the ship were held to supply any deficiency in cargo caused by the withdrawal of an associate at Bougia or Tunis, although this is not stated in so many words in the contract.

If at Ceuta the merchants decided to return directly to Genoa without stops at Bougia or Tunis, they were required to supply a minimum cargo of 2500 *cantaria*. By the middle of February, the date fixed for commencing to load the ship for the continuation of the voyage, they must inform the ship-owner whether they wished to load an additional cargo of 1500 *cantaria;* if so he was bound to accept it, but after mid-February he could contract with other merchants for this space. In Genoese shipping terms the guaranteed minimum cargo was often designated as *cantarata de firmo* in contradistinction to that on which a *responsio* must be given by a fixed date. The owner further stipulated that the additional load of 1500 *cantaria* must be the wares of the contracting merchants and of no others; they could not sell this space to other merchants on their own account. Having thus assured himself of a minimum cargo of 2500 *cantaria* and a maximum of 4000 *cantaria* he agreed to a rate of 9 *mil.* per *cantarium* on either amount. On the other hand, if the merchants voted to call at Bougia and Tunis after leaving Ceuta, they must guarantee a cargo of 5000 *cantaria* for the final haul to Genoa at a slightly reduced rate of 8 *mil.* per *cantarium.* The ship-owner promised to take no merchant on board at Genoa at rates lower than those agreed upon. He would allow the merchant lessees to place one merchant on board the vessel at Ceuta for every hundred *cantaria* of cargo laden; by this provision they were obviously able to sell passage to outside merchants, and since the maximum capacity of this vessel was reckoned at 5000 *cantaria,* as many as fifty merchants might be accommodated on board. Furthermore he agreed to deposit in banks in Genoa to the credit of the merchant lessees security of £500 for the fulfillment of the contract on his part, and in case of breach of contract the freight rate on the guaranteed cargo should be reduced to 5 *mil.* On their part the merchants agreed to load in Ceuta one third of their cargo

by the end of February, another third by the middle of March, the last third by April 8, and to pay the freight in thirds on those dates. By the last date all goods destined for Genoa, *totam raubam de stiva*, must be laden.

(*b*) *Tunis*

For the thriving Genoese trade with Tunis in the thirteenth century groups of merchants leased vessels either for a summer voyage over and back with a month or two for operations in Tunis,[1] or undertook a voyage in the autumn with the prospect of wintering in Tunis and returning to Genoa in the early spring;[2] or after trading for a time in Tunis they decided whether to return to Genoa with their purchases if a profitable cargo had been secured, otherwise to proceed eastward to Syria.[3] In all contracts which I have found for these operations there was no charge made for wares exported from Genoa, except canvas, hemp, rope, metals and wooden wares, and always there was an agreement covering the return cargo from which the ship-owners' profits were derived. Sometimes the exact amount of the return cargo was stipulated,—for a small vessel 400 to 500 *cantaria*, and for the great vessel originally built for St. Louis, the 'Paradisus Magnus,' 8000 *cantaria*. On the other hand the return cargo was sometimes not specifically stated, but the ship-owners stipulated that in return for exemption from freight charges on the outward voyage, the merchants must furnish a return cargo of 60 *cantaria* per *miliarium* of bezants exported from Genoa. The ship-owners also stipulated that the merchants must not send any wares to Genoa except in their vessel if she could contain the cargo; they agreed not to take on the cargo of outside merchants at all, or else not to do so within a stated period after reaching Tunis if the lessees desired the space. On their part the merchants agreed not to dispose of the space for which they had contracted to any outside merchant without giving the ship-owners the opportunity to retain it at the price offered by the outsider. The rates charged for the return cargo varied: for a summer voyage it was

[1] ASG, Not. Ang. de Sig., reg. v, fol. 3^{r}, 11^{r}.
[2] ASG, Not. B. de For., reg. II, fol. 213^{v}–214^{r}.
[3] ASG, Not. B. de For., reg. II, fol. 208^{v}, 211^{v}.

9 *mil.* per *cantarium* on a vessel of ninety mariners, while it increased nine-fold to 8 bezants *mil.* per *cantarium* if the winter were spent in Tunis. The allowance of wine carried free rose to 15 casks per merchant if the winter were spent in Tunis when the higher rates on return cargo were exacted. In these contracts for trade with Tunis I find the first definite mention of the adjustment of cargo weight to bulk, in reckoning the freight on wool and alum: two *cantaria* of wool were reckoned for payment of freight as three *cantaria*, and two of alum as one *cantarium*.[1] The approximate dates for commencement and completion of loading cargo in Tunis were fixed,

[1] ASG, Not. B. de For., reg. II, fol. 213^{v}–214^{r}. By the customs governing packing and loading of cargo the merchant hired a certain number of *cantaria*, or whatever weight measure was used, and then was allowed to load a definite quantity of *cantaria* of various classes of commodities the total of which might differ from the number of *cantaria* hired, dependent on the relation between bulk and weight. Cf. Ashburner, *op. cit.*, pp. cxc–cxciii. To his summary of medieval practice the Genoese documents make one important contribution. The contracts sometimes state, e.g., that on departure from Genoa the merchants will pay per *cantarium secundum quod descendit de stareria* (weighing machine) . . . *preter quam de tellis de quibus solvemus de tribus cantariis pro duobus*. ASG, Not. B. de For., reg. IV, fol. 160^{v}–161^{r}. That is they paid for dead weight with the exception given. On the other hand they might contract to load and to pay for *cantaria* or *cantarata facta ad navem*, as was generally the case. For example, the shipowners promise *vobis portare in dicta nave cantaratam Janue factam ad navem ad cantaratam consuetam pro solidis decem Janue nobis solvendis nomine nauli de quolibet cantario facto ad navem*. ASG, Not. B. de For., reg. IV, fol. 158^{r}–158^{v}. In another contract the merchants agree to pay on one half of their cargo 11 *sol. pro quolibet cantario Janue prout descendit de staheria*, and on the other half 11 bez. *pro quolibet cantario Acconis facto ad navem*. ASG, Not. B. de For., reg. IV, fol. 148^{r}. The meaning of the phrase in Genoese mercantile language, and elsewhere no doubt, *facta ad navem*, is therefore clear: it is the term commonly used to indicate loading of cargo according to the accepted table of relative weight and bulk in the particular port. The understanding of this phrase explains why there is so little mention in the contracts of specific adjustment of weight and bulk. One document of the year 1203 contains a phrase which throws some light on this point so far as the loading of cargo made up of such different wares as cotton and spices is concerned, two of the most important commodities in trade from the East. The ship-owner agrees in loading the cargo in Syria *aducere cantaratas factas centum. silicet medietatem de bumbace. et aliam medietatem de aliis mercibus de ultramare in Januam*. ASG, Not. Gugl. Cass., fol. 204^{v}. This would seem to say that 100 *cantaria facta ad navem* would be half cotton and half other wares, and it is possible that the phrase always means that wherever met. This passage is furthermore significant since it partially elucidates a very obscure and corrupt chapter inserted in the oldest edition of the Barcelona *Consulat de la Mer* describing the method of loading various sorts of eastern wares in Alexandria for the voyage westward, a chapter omitted by Pardessus and by Twiss in their editions, and one which has never been fully explained. Cf. P. B. Boucher, *Consulat de la Mer, ou Pandectes du Droit Commercial et Maritime, traduit du Catalan en Francais, d'apres l'edition originale de Barcelonne, de l'an 1494* (Paris, 1808), II, 52.

when payment of freight must also be made in the currency of that land.

(*c*) *The Levant*

The third area of trade to be considered, the Levant,[1] was the most important in volume and value, and was probably the only field in which the shipping was closely regulated by law instead of by custom. To what extent formal legislation covering eastern shipping had been enacted in the thirteenth century cannot be stated until further investigation may indicate what portions of the fourteenth century Genoese shipping laws are of earlier origin. The spirit of Genoese polity in general left the individual freer to follow his own initiative than in Venice or in other Italian towns. The detailed character of the clauses in the contracts between ship-owners and merchants for the chartering of vessels for the eastern voyage, covering explicitly every phase of the equipment, lading, freight, dates of departure, et cetera, seem unnecessary were there governmental regulations, as minute as those in Venice for example, adequately enforced, unless indeed, the communal laws were so recently formulated or so easily evaded, that it was deemed wise to insert in the contracts clauses covering these matters. In the contracts for eastern voyages a clause is usually inserted that certain things must be done *secundum formam capituli Janue;* but it appears to apply chiefly to the lading of cargo and payment of freight in the eastern port for the return voyage. In two contracts it applies to the obligation to have the hatches closed (*portas clausas*) before departure,[2] and in another it might be construed as applicable to all questions of equipment, armament, inspection by the mate with a committee of merchants, disposition of cargo, freight payments, pilgrims et cetera.[3] My impression is that until fairly late in the thirteenth century Genoese shipping to the East was regulated more by maritime custom, general and local than by statute or decree,

[1] For the trade and shipping between Genoa and the Black Sea, see Bratianu, *Recherches sur le Commerce Génois*. In the appendix to this study I include two documents of interest on this subject.

[2] ASG, Not. B. de For., reg. II, fol. 208^{v}–209^{r}, 211^{v}–212^{r}.

[3] ASG, Not. B. de For., reg. IV, fol. 148^{r}.

except in the time of lading and payment of freight from the eastern ports to Genoa. In this respect it seems safe to conclude that the law in the eastern trade was similar to if not identical with the expressed practice for the return to Genoa from distant western ports: lading of the cargo in thirds at fixed intervals sufficiently antecedent to the proposed date of departure with proportionate payments of freight as the cargo was loaded. However doubtful one may be concerning the extent of the formal legislation governing shipping in this area of trade, the contracts are explicit enough to enable us to understand the actual practice.

For the autumn voyage to the East, the agreements usually provide that the ship-owners have everything ready for departure by mid-August, and that the merchants have their cargoes aboard two days before the date of probable departure. Possibly mid-August was set in order to ensure enjoyment of convoy by government galleys beyond Sicily, if such were regularly supplied, but that there was no obligation to sail with the convoy, or even to sail in the company of at least one other vessel as required by fourteenth century law, is indicated by the fact that the actual departure was made at the will of the merchants; in one case the vessel was obliged to call at Monaco or Antibes before going eastward;[1] and in another the owners must hold the ship in readiness for departure from September first to the middle of October at the command of the lessees.[2] Ships sailing eastward in the spring, usually soon after Easter, also departed at the will of the merchants. Almost invariably the cargo must be completely laden two days before the date on which departure is expected. The ship-owners were sometimes obligated not to take on board any merchant for whom the departure might be delayed beyond the date desired by the merchant lessees.[3] When the lessees were certain of returning from the East on the chartered ship, a date was fixed in the contract when the owners must have her ready for sailing.

The cargo was loaded at the expense of the ship-owners and according to stipulations laid down by the lessees, within the limits

[1] ASG, Not. Pal. de S., reg. I, pt. I, fol. 178^{r}-178^{v}.
[2] ASG, Not. B. de For., reg. V, pt. II, fol. 185^{r}.
[3] ASG, Not. B. de For., reg. II, fol. 209^{r}.

allowed by custom of course.[1] Usually the merchants forbade carriage of cargo on or between decks both coming and going, in accordance with common custom, but they were apparently still free to do as they chose in this matter since in one instance I find them allowing the ship-owners to carry two hundred bales eastward between the two decks,[2] but no cotton or wool must be placed between the mast-sockets (*inter foramina*), nor near the loading winch (*ad turnum*), nor *ad supressam*(?), nor any merchandise whatever between decks on the return voyage.[3] The space on and between decks must be kept free for the chests and personal effects of the merchants, for cooking, eating, sleeping, for the victuals and arms of the crew stored there. No references to possible overloading of the vessel, or to the marks on the hull to indicate the maximum load allowed as in the fourteenth century laws, are found in the contracts. Inspection by the committee of lessees would safeguard the merchants in this respect, and in all probability the ships were subject to governmental inspection by the *consules maris* in the thirteenth century before departure from Genoa, and possibly by consular officials in the eastern port before sailing on the return voyage. In the fourteenth century a special bureau, the *Officium Gazarie*, established for this purpose and for general supervision of shipping, took care of this.[4] Both parties to the contract were bound to fulfillment of the terms under heavy penalties stated in the contract, amounting to as much as £1000 in the eastern ventures,[5] with pro-

[1] Cf. Ashburner, *op. cit.*, p. clxxxviii. I have found a receipt for payment of freight and in addition for *integram solucionem de omni eo quod dare tenebaris nauclerio et scribe dicte navis pro exhonerandis rebus et mercibus in ipsa nave delatis secundum forman supradicti instrumenti dicte naulizationis.* ASG, Not. Castellino, fol. 3^{r}. It would appear that the shipowners bore the cost of loading and unloading unless provided otherwise in the contract, or there may have been customary fees for the mate and scribe.

[2] ASG, Not. Pal. de S., reg. I, pt. I, fol. 178^{r}. The major cargo however was to be taken on at Monaco or Antibes and might hence avoid Genoese regulation.

[3] ASG, Not. B. de For., reg. II, fol. 211^{v}, 249^{r}; reg. IV, fol. 158^{r}.

[4] *Hist. Patr. Mon.*, II (*Leges Municipales*), 299ff.

[5] ASG, Not. B. de For., reg. IV, fol. 148^{r}, 158^{v}; Not. Pal. de S., reg. I, pt. I, fol. 178^{v}. In another contract the mutual security is £500, and two of the merchants pledge themselves for all the rest. ASG, Not. B. de For., reg. V, pt. II, fol. 185^{v}. In the complicated cruise of the 'Stella' to Spain, Ceuta, Bougia, and Tunis described above, the merchants make merely the usual pledge of *penam dupli* for breach of contract, whereas they held the patron to deposit £500 in the banks of Genoa; he promises *quod si non observabo et non movebo ut predictum est quod predicte libre quingente Janue deposite in bancis vestre sint et esse debeant de meo expresso consensu et voluntate.* ASG, Not. B. de For., reg. IV, fol. 164^{r}.

vision for reducing the freight rate by half, or for increasing it by half, in case of violation by the ship-owners or merchants respectively.[1]

While in most respects the contracts between ship-owners and merchants for the eastern trade were drawn with finer attention to detail than any others found,—except the contract for such a long cruise as that of the 'Stella,' in African waters, analyzed above,—the clauses covering cargo and freight rates are less intricate since the voyage was ordinarily made directly from Genoa to an eastern port. This was not however always the case: the voyage to Syria might be made via Antibes or Monaco; or be broken by a stop at Tunis, as we have seen, but in case the ship went on to Syria, the customs governing the Syrian trade prevailed and all the provisions relating to Tunis were thereby superseded. A voyage to Constantinople also might be broken at one or more ports on the way, but here too the general stipulations governing cargo and freight appear to remain unaltered by that possibility since most of the merchants obviously had Constantinople or Caffa as their objective.[2]

The simplest agreements are those concerning an outward voyage to the East with no provision for the return to Genoa.[3] In that case the merchant lessees stated the minimum and maximum number of bales they proposed to export; the total was specified for the merchants as a group, or the individuals of the group listed separately the number of bales, both minimum and maximum, which they expected to supply. On these bales they were required to pay the freight rate agreed upon by weight, not by bale. The rate varied from 8 *sol.* to 13 *sol.* per *cantarium* dependent apparently on the quality, equipment, and armament of the vessel, as well as upon more intangible factors of trade conditions, and upon the bargaining power of the parties concerned. For such a voyage there were no goods carried free except the personal effects of the merchants. Cargoes carried east under these conditions were designated as *ad cantaratam Janue:* i.e., they were weighed in Genoa by Genoese standard scales as loaded, and the freight was due in Genoese money

[1] This provision is practically universal. Cf. Ashburner, *op. cit.*, p. ccii.

[2] ASG, Not. B. de For., reg. III, fol. 158^{v}.

[3] ASG, Not. B. de For., reg. III, fol. 158^{v}; reg. IV, fol. 160^{v}; reg. V, pt. II, fol. 185^{r}.

in Genoa before departure; payment might be deferred in whole or in part until a certain number of days (fifteen to thirty usually) after arrival in the eastern port; but since payment had been due in Genoa in Genoese money before departure it must be made in Syria in bezants of Syria at a rate of exchange approximately 30 per cent. above the normal. By deferring payment the merchant was able to meet the freight charges from the proceeds of his first sales in the port of destination, and for this privilege and for the use of the money in the meantime he was willing to pay the usual interest charges on loans to Syria; the disadvantage to the ship-owner, who had to finance his ship, was compensated for by the interest charge.

More numerous are the contracts governing voyages on which the merchants were either bound to return on the same ship,[1] or were allowed to postpone their decision until a definite time after arrival in Syria, usually four to fifteen days.[2] If the merchants then decided to return on the same ship the ship-owners were bound to accept their cargoes at the prescribed rate; the individual merchant was free to decide as he pleased; if he remained in the East but sent a cargo westward he could place a merchant on board for each unit of cargo loaded by him. When the merchants returned on the same vessel the stipulations governing cargo and freight were radically different. In that case the cargo was designated as *ad cantaratam Syrie* to distinguish it from cargo carried *ad cantaratam Janue.* Under this interesting arrangement the ship-owners waived freight charges on the greater part, if not on all of the cargo exported from Genoa in view of the heavy and profitable cargo to be fetched to Genoa from the East. Hemp, canvas, rope, metals, and woodenwares were usually excepted, as noted above, while often the ship-owner agreed to carry free of freight no more than fifteen or twenty bales per *miliarium* loaded in money or goods. In return the merchants agreed to supply a definite weight of cargo for the return voyage per *miliarium* carried eastward free. The amount of cargo so guaranteed was subject to bargaining between ship-owners and merchants, but was so closely fixed by custom that it varied only

[1] ASG, Not. B. de For., reg. II, fol. 107^{v}, 208^{v}, 211^{v}, 249^{r}; reg. IV, fol. 148^{r}.

[2] ASG, Not. Pal. de S., reg. I, fol. 178^{r}; not. B. de For., reg. IV, fol. 158^{r}.

within narrow limits: without exception it is given as 8 or 10 *cantaria* of Acre. Since the *cantarium* of Acre was 725 or 740 lbs in weight, the ship-owner was assured of a return paid cargo of approximately three to four tons for every *miliarium* carried eastward without freight. The freight was paid in bezants in the eastern port fifteen days before departure. The rate charged *ad cantaratam Syrie* was invariably 10 or 11 bezants per *cantarium* of Acre whether the voyage took place between early spring and late fall, or commenced in the autumn for return the following spring. This is explicable since the number of months the ship was in commission was about the same in either case. It is to be noted that the possibility of bargaining under the conditions described was wider than would at first glance appear since the difference between the freight paid on 8 *cantaria* at 10 bezants and that paid on 10 *cantaria* at 11 bezants,—using the lower and upper limits allowed by custom, is $37\frac{1}{2}$ per cent.

It is necessary next to note the complications arising when the merchant lessees on departing from Genoa were uncertain whether or not they would return with a cargo of eastern goods on the same vessel, having been allowed under the terms of the contract to make their decision after arrival in the East. In view of that uncertainty they were required by the ship-owners to load their cargoes in Genoa *ad cantaratam Janue*,—i.e., to pay freight on all money and wares exported without exception, at the rate per *cantarium* agreed upon for the eastern voyage, and to pay the total amount in Genoa. Upon deciding, after reaching Syria, to return in the same ship, they were allowed to load cargo under the other system mentioned above and known as *ad cantaratam Syrie;* i.e., their eastward bound cargo would be carried free of freight on condition that they supplied the requisite cargo in Syria (8 to 10 *cantaria* of Acre per *miliarium* laden in Genoa) to be fetched to Genoa at the rate fixed by the contract; but since they had already paid freight on the eastward bound cargo, *ad cantaratam Janue*, the entire amount so paid in Genoa was deducted from the amount due in Syria before departure *ad cantaratam Syrie*.[1] In other words having at last chosen to make

[1] As illustrations of this interesting arrangement I quote: *Actum est inter nos mercatores et vos participes quod si nos mercatores seu voces nostrum mercatorum qui duas partes habuerimus de cantarata. eligerimus seu eligerint de partibus ultramaris Januam reddire teneamini et debetis*

the round trip in the ship, they were bound to pay freight only on the westward bound cargo; hence all freight paid in Genoa was considered as an advance upon the amount subsequently due in Syria. Under these circumstances the ship-owners were under the necessity of stating in the contract the rate of exchange to be applied in crediting Genoese pounds or *solidi* paid in Genoa in advance against bezants due in Syria. The rates of exchange were subject to bargaining and conformed approximately to the ordinary interest rates on sea loans for the Syrian voyage. The interest rate varies, it is interesting to observe, from 25 per cent. to 50 per cent. in direct proportion to the size of the ship. If, on the other hand, the merchant lessees after having agreed to pay the freight *ad cantaratam Syrie*, later decided not to return to Genoa with their cargoes on the vessel, they became bound to have paid the freight in Genoa *ad cantaratam Janue;* not having done so they must pay in Syria in bezants at the rate agreed upon in the contract. The rate of exchange applicable in this case is invariably identical with the rate agreed upon in each instance for reckoning the credit for freight considered as paid in advance in Genoa. The variation in the exchange rates including interest is significant: the larger the vessel, the greater was the return cargo from which the ship-owners' profit was derived. In case the merchants chose not to return on the vessel from Syria, the exchange rate was adjusted in accordance with the size of the vessel to cover the ship-owners' risk in this respect. It was perhaps impossible for the ship-owners to raise the freight rate sufficiently to cover the possible risk of loss, because of the control of freight rates either by custom or by communal regulation; the exchange

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vos participes deferre in dicta nave de ultramari Januam illos videlicet qui eligerint Januam reddire et quod vobis participibus teneantur solummodo de cantarata cantariorum Acconis factam ad navem pro bisanciis decem sarr. syrie ut supra dictum. in quo naulo computetur totum id quod habitum et receptum fuerit in Janua de cantarata Janue ad rationem solidorum decem Janue qui computentur ad rationem bisanciorum duorum et kar. quatuordecim per quamlibet libram solutam in Janua de dicto naulo. ASG, Not. B. de For., reg. IV, fol. 158^{r}–158^{v}. Again: *Si autem eligeritis et concordes fueritis de cantarata acconis pro dicta nave promittimus vobis mercatoribus pro vobis et aliis supradictis id totum quod nobis solvissetis in Janua pro naulo de ballis et mercibus vestris excusare in solutione nauli quam nobis facere deberetis de rebus et mercibus vestris ad rationem bisanciorum trium sarr. Syrie pro qualibet libra soluta in Janua pro dicto naulo.* ASG, Not. Pal. de S., reg. I, pt. I, fol. 178^{r}–178^{v}.

rate, however, was always adjustable within certain limits, and may have been of great importance because of the natural tendency of the merchants to defer payments due in Genoa until after sale of a portion of their cargoes in the eastern port. They could no doubt afford to pay 25 to 50 per cent. interest on such deferred payments by investing the amount due for freight in goods to be sold at a profit higher than these interest rates.

An interesting variation of the general practice in the Syrian trade described above is found in one contract wherein a group of twenty-five merchants, including representatives of some of the most powerful families in Genoa, in the year 1253 leased the great ship 'Regina' for the autumn voyage to Syria, returning the following spring.[1] Since they were making the round trip on the vessel one would expect them to agree to load cargo and to pay freight *ad cantaratam Syrie*. Instead they agreed to pay freight on one half of all cargo laden in Genoa at 11 *sol.* per *cantarium* of Genoa; on half of all cargo laden in Syria (and they were bound to load 8 *cantaria* of Acre per *miliarium* laden in Genoa), they must pay 11 bezants per *cantarium* of Acre. The net result, assuming a minimum cargo per merchant of 8 *cantaria* of Acre or its equivalent in *cantaria* of Genoa (38.6 *cantaria*), would be the payment of £10.63 in Genoa, and 44 bezants in Syria, a total of 65.26 bezants (£32.63) as against a payment of 88 bezants (£44) if the cargo were figured *ad cantaratam Syrie;* the difference, 22.74 bezants (£11.37), represents the premium allowed the merchants for advance payment, amounting to 25.8 per cent. The merchants had still another option: any merchant who so desired was allowed to agree to pay the larger of the two portions of the total freight in Genoa, and the smaller in Syria, notification of his choice being given to the ship-owners by August 8, the date fixed for the initial payment; in return for the additional advantage so gained the ship-owners allowed the merchant in that case to promise to make payment to the credit of the ship-owners in the banks of Genoa *sine aliquo termino*, i.e. when he pleased, at no fixed date. The ship-owners thereby won extension

[1] ASG, Not. B. de For., reg. IV, fol. 148r. It should be said that the mathematical computation made above cannot be perfectly accurate since there is no means of making allowance for the adjustment of weight to bulk, as explained above, p, 48, note 1.

of credit in the Genoese banks; the merchant obligated himself to pay a larger sum than usual but at his own time, perhaps with interest or penalties not disclosed but conceivably fixed by custom or law. In fact it is precisely here, in the need of the ship-owners for credit that we find the key to the entire agreement: in another clause of the contract the ship-owners promised to take care that all merchants, other than the lessees, who boarded the ship for the passage to Syria should obligate themselves to a third party named in the contract for the payment to that individual of the freight on their cargoes 'on account of the debt of 2750 bezants *Sarracenales* which we (the ship-owners) owe him and for which you the aforesaid merchants have been obligated' to the said third party. The next entry in the notary's register is the record of a sea loan taken by the ship-owners from the individual named in the contract, amounting to £1000 Genoese;[1] this sum they acknowledge they have expended in equipping the 'Regina' with apparatus and mariners for the Syrian voyage. They promise to pay in Syria, contingent upon the safe arrival there of the ship in accordance with the customary phraseology of the sea loan, 2750 bezants, a sum representing capital and interest at 37.5 per cent. The date set for payment of the loan is two months after the arrival of the ship in Acre, the same date exactly on which the merchant lessees have agreed in their contract to pay the sum owed for freight on their return cargoes. The merchant lessees guarantee this loan, each one in proportion to the freight owed by him for cargo carried from Genoa eastward and from Syria westward, up to the full amount due, 2750 bezants. The result for the ship-owners was the financing of the entire voyage on credit supplied by the merchants who were nearly all men of high position in the Genoese financial world. Furthermore the contract provided that the merchants need not pay any of the freight due in Genoa, but instead might pay in Syria in one month after arrival there in bezants, with interest at 37.5 per cent. covered by the rate of exchange. For the merchants therefore the result might be much the same as for the ship-owners,—the use of credit with the banks and with the negotiator of the loan until the disposal of a part of

[1] *Ibid.*, fol. 148^{v}

the cargo exported from Genoa. This particular episode throws considerable light on the complicated nature of the financing of an important venture across the seas.

These contracts for voyages to Syria usually contain a clause which enables us to obtain a glimpse of the manner in which a full cargo was secured in the foreign port. The merchants often stipulated that they be permitted to place on board one merchant for every 8 or 10 *cantaria* of Syria laden by them individually. From this one infers that the lessees, after the assembly of their own cargoes, entered into agreements with other merchants for the carriage of them and their merchandise to Genoa at rates higher than those paid by the lessees themselves. In some instances, on the other hand, the lessees were bound by their contract to load only their own wares in the foreign port;[1] in such contracts the former clause is therefore omitted, and the ship-owners would naturally be allowed to sell space to outsiders provided the rates offered were not lower than those agreed upon with the lessees. The ship-owners were in any case bound to accept the entire cargo of the lessees who in all respects were given preference over other merchants who might be taken on board on such terms as they could make with either lessees or ship-owners as the case might be.

[1] ASG, Not. Pal. de S., reg. 1, pt. 1, fol. 178^{r}–178^{v}.

VIII

SHIPS' SCRIBES

THE number and complexity of the problems in accounting involved in the accomplishment of any one of the sea ventures described above were obviously very great. The intricate character of the contracts between ship-owners and merchants for a voyage lasting often the better part of a year with calls at many ports at once suggests the necessity for accurate records and accounts of the voyage, especially when it is remembered that the ship itself might be owned in many shares for the expenses and profits of which the patrons, or active owners, were accountable to many individuals at the end of the voyage. These problems lend great importance to a member of the crew to whom only casual reference has thus far been made, the ship's scribe.[1] Undoubtedly in the earlier stages of sea trade the owner or owners kept among themselves such accounts as were necessary in any ordinary partnership or association such as the *societas* or *accomendatio*, but as the ownership of the vessels and the nature of the trade became more complicated, the active patron or patrons employed a clerk, an accountant, to record the receipts and disbursements, and the loading and unloading of cargoes. By the thirteenth century the responsibilities and burdens of accounting were so great that most maritime towns of importance in trade by law required the owners of ships crossing the seas to employ a scribe from the beginning to the end of a voyage as a permanent member of the crew; in Venice and Barcelona the larger ships were required to have two scribes, but in Genoa one was apparently regarded as sufficient. The scribe was publicly sworn to his responsibilities, and may even have been required to have notarial training, since by the fourteenth century, and probably earlier, his records were accorded official status.[2]

[1] Cf. Ashburner, *op. cit.*, pp. cxxxvii ff., and clxxxviii.

[2] *Hist. Patr. Mon.*, II (*Leges Municipales*), col. 331 ff.

The scribe's primary duty was to maintain an accurate record of the voyage in his book, called in Genoa a *cartularium*. Into this he copied the agreement or agreements between owners and merchants, or he may have been supplied with a copy from the notary to be filed in his chest as of record. As the cargo was weighed and loaded he must be present to record each merchant's portion thereof, to note and enter the merchant's private mark on his bales and packages, to issue the receipts therefor, to note the nature of the contents in view of possible later claims for damages. The value of the merchant's load may have been entered as well as the amount of money he carried; he was bound to conceal nothing carried by him in view of possible later claims for damage or loss. At all ports of call these operations must be repeated; the additional cargo there loaded must not only be noted but the weight or bulk thereof in the measure of that port reckoned for freight rates in accordance with the terms of the contract, and receipts again issued. Similarly whenever cargo was unloaded the scribe must be present to check the delivery with the receipts held by the debarking merchant. The payments of freight must be recorded, a task involving accurate knowledge of exchange values in all the Mediterranean lands; in view of the several alternatives allowed in time, manner and amount of freight payments in the contracts analyzed above, it will be recognized that the scribe's responsibilities as accountant were in this respect quite formidable.

In addition to this the scribe must keep an account for the owners of shares in the ship: the names of the shareholders, the number and fractions of shares held, the names of those on board to whom shares had been entrusted in *accomendatio* by the shareholders and to whom therefore profits must be paid. To the shareholders' accounts must be debited and credited losses and gains, as well as expenses of the mariners who were sometimes fed by the shareholders in common, sometimes by the shareholders individually, sometimes by the patron. In case of the necessity of jettison, either of cargo or of ship's tackle, the losses must be apportioned in accordance with law and custom. Furthermore he must record the agreements, usually oral but sometimes written, between the ship-owners and the mariners, the dates of the mariner's service, and by the four-

teenth century in Genoa he was required by law on the well regulated Levant voyage to read to the mariners in the vulgar tongue the terms of the law covering agreements between ship-owners and mariners, the rubrics of which must be entered in his *cartularium*, and to announce to them in the same tongue the date of sailing.[1]

The skill and knowledge required of the ships' scribes were evidently very high in the fields of accounting, of weights and measures, of exchange of money, of the law and custom of the sea, not only of the home port, but of those visited on a voyage. He stood finally as an intermediary among all the potentially conflicting interests of shareholders, patrons, merchants and mariners, not an easy task in itself. From this responsibility arose the reliance placed upon his record: by the fourteenth century a copy of his *cartularium* at the end of a voyage must be deposited with the government as a matter of record for the settlement of all claims not only among the individuals concerned in the venture, but also on the part of the state in the administration of the law of Genoa governing trade across the seas. The excerpts from the scribe's *cartularium* delivered by him to the merchants became in themselves negotiable instruments.[2] Important ship-builders apparently employed scribes to keep the accounts of construction from the beginning of the work and entrusted them with the purchase of materials subject to the approval of the master-builder.[3] The care with which ship-owners reckoned their accounts through these scribes is shown by the fact that toward the end of the thirteenth century, the owners were familiar with the principles of depreciation and took them into account.[4] Unquestionably there existed in this field in the middle ages a career for educated laymen deserving greater attention than it has received.[5]

[1] *Ibid.*, XVIII (*Leges Genuenses*), col. 765.

[2] Ashburner, *op. cit.*, p. clxxxix.

[3] ASG, Not. Ang. de Sig., reg. v, fol. 140^{v}.

[4] The ship-owner borrows £200; he promises the creditor *tibi dare et solvere tantum quantum et ad eam rationem sive secundum quod processerit seu evenerit introitus seu proventus sive lucrum navis mee et Bernardi de Rivegno in viagio Neapolim in quod itura est ad presens dante domino deductis et computatis omnibus expensis non computando in predictis aliqua diminutione dicte navis vel sarcie ipsius excepto si immineretur vel rumperetur vel ex sarcia ipsius preter quam ex sarcia canabi qua rumperetur.* ASG, Not. Ang. de Sig., reg. v, fol. 191^{v}.

[5] Cf. H. Pirenne, 'L'Instruction des Marchands au Moyen Age.' *Annales d'Histoire Économique et Sociale*, I (1929), 13–28.

IX

PRIVATEERS

THERE remains for brief mention another type of investment in shipping, fairly common in Genoa at certain times,—the investment of funds in a ship or galley about to set forth as a privateer or corsair (*in cursu*) against the enemies of the church or of the commune. This practice by the thirteenth century was such a well recognized form of investment, when not forbidden by the state, that contracts covering loans contain specific prohibition on the borrower against investing any portion of the loan *in cursu*.[1] When permitted by the government, however, vessels of various sorts, barks of twelve oarsmen,[2] galleys,[3] and sailing vessels of fair size,[4] were equipped and sent forth as privateers. The owners sometimes directed the expedition in person, sometimes employed a captain (*capitaneus*) on a salary with an allowance for expenses and a share in the profits *ad consuetudinem cursi*. While the vessel was in process of equipment with men, arms, and provisions, the owners accepted from investors *ad risicum et fortunam maris* sums varying from a few *solidi* to hundreds of pounds. The profit (*lucrum sive acquistum*) promised the investors is usually definitely stated as 25, 50, or 100 per cent. dependent on the supposed chance of success at the time. Payment may be promised to the investor after the return to Genoa, or it may be stipulated that payment be made at the first port where the spoils are divided and disposed of (*ubicumque campum fecerimus*). When a well known privateer was about to set forth scores of investors hastened to risk funds therein. In the contracts covering the most highly organized expeditions, such as that

[1] ASG, Not. Ruffo, fol. 283^{r}. Not. Lanfr., reg. IV, fol. 112^{v}.

[2] ASG, Not. Pal. de S., reg. I, pt. I, fol. 118^{v}.

[3] *Atti della Soc. Lig.*, II, pt. 2, p. 118.

[4] ASG, Not. B. de For., reg. III, fol. 26^{r}, 27^{r}, 36^{r}, 39^{v}, 40^{r}.

undertaken by the ship 'Leon' of the Mallone family in 1251, the owners in accepting investments fixed a sliding scale of profits to be paid: if they cleared £3000 they paid 50 per cent., if £5000, 100 per cent., within one month after making a safe port.[1] They pledged shares in the ship as security, but on the expressed understanding that if they cleared no profit they were bound to refund the principal alone, and in case the ship were lost or captured by the enemy the investor lost all, in accordance with the usual terms of the sea loan.

[1] *Ibid.*, fol. 26r. The captain employed also loans £200 for the expedition, to receive in addition to the 50 or 100 per cent. the customary captain's share of the *partes*.

X

LATE THIRTEENTH-CENTURY DEVELOPMENTS

THE records of the last decades of the thirteenth century disclose few significant changes in shipping methods in Genoa. The most important difference noted, in comparison with conditions existing about the middle of the century, is intangible, difficult to grasp or to describe, yet nevertheless impressive to the student of the documents. Only the publication of a long series of documents would make clear the easier, freer form in which the relationships of the various parties are described, or briefly, almost casually stated. The experience of generations of effort, of successes and failures, has evidently produced at last customs upon which all can in the main place reliance. How much this is the result of state regulation and legislation one cannot say until further effort has been made to show what portions of the fourteenth century shipping legislation are of thirteenth century origin.

There are, however, two developments worthy of notice. The growth of the system of credit and of banking since the middle of the century was utilized by the great merchants and ship-owners in their relationships in such a way as to allow the wholesale merchants importing large quantities of eastern wares to Genoa to defer payment of freight to one and a half or even four months after the arrival of the ship in Genoa and to make payment at the agreed time to the credit of the ship-owners in one of the banks of Genoa.[1] The full implications of this practice cannot be understood until after more complete analysis of the conditions of trade, of credit, and of freight rates at the end of the century.

The second development is one which has already been touched

[1] ASG, Not. S. Vatt., reg. v, fol. 127ᵛ, 130ʳ. *Rev. de l'Or. Lat.*, I (1893), 311–2, 335, 336.

upon earlier in this study. The enormous concentration of wealth in the hands of individuals and of families with vast experience in foreign trade, in the administration of commercial colonies abroad, and in shipping, appears to have definitely subordinated the system of ownership of vessels by *loca* to one of ownership by smaller groups of capitalists and by financially powerful individuals, engaged in large scale operations. There are references to *societates galearum* engaged in the eastern trade, for example, which would repay study.[1] Perhaps one or two specific illustrations of the shipping operations of these great merchants and ship-owners may make clear the increased facility of operation toward the close of the century. The brothers Zaccaria, Benedetto and Manuele, who owned and operated the rich alum factories in Phocea (Foglia) near Smyrna, under Genoese control from 1275 to 1455,[2] conducted amazing shipping operations in all the waters of the Mediterranean sea, owning galleys and sailing vessels, and assuming leases of other ships in the course of their thriving activities. While in Genoa in 1282 on a business trip Benedetto Zaccaria bought a third interest[3] in a ship manned by a crew of forty mariners and ten servants for £446 and leased the other two thirds from the owners for five months, with an option for three months longer, at a rental of £160 per month; the rental for five months was guaranteed even if the voyages contemplated were completed in less than that time, but if the voyages took longer than five months rental would be charged up to day of arrival, with fifteen days grace for unloading. One of the owners of the ship agreed to accompany the vessel as *patronus*, subject in all respects to the command of a pilot chosen by Benedetto, on a voyage to Asia Minor and thence to Majorca and Spain before returning to Genoa. Benedetto having paid £333 in cash in advance, promised to pay the balance on demand in any of the above named places. The ship went at the risk of the owners, the cargo at that of Benedetto. He might load and unload cargo at will provided the cargo in the hold were always of a value double

[1] *Rev. de l'Or. Lat.*, I (1893), 105–6.

[2] W. Heyd, *Histoire du Commerce du Levant* (Réimpression, Leipzig: Otto Harrassowitz, 1923), II, 565.

[3] ASG, Not. S. Vatt., reg. III, pt. II, fol. 10^{r}, 11^{r}. The patrons supplied two thirds of the crew and equipment, Zaccaria one third. He also chose the *nauclerius*.

the amount he owed the owners of the vessel. Each party to the transaction agreed not to sell his share of the ship within eight months without the consent of the other. Four years later Benedetto was again in Genoa where he leased a vessel of forty-five mariners for a voyage to Majorca, Almeria, Ceuta, and Cadiz,[1] paying £475,—£100 in Genoa, £125 in Majorca or Almeria, £250 in Cadiz, as he disposed of his cargo of alum and eastern wares. At the same time he and Nicola Doria hired a captain to sail their ship, the 'Benedicta,' then in Genoa, to Romania, Syria, and Alexandria, for one year on a salary of £110, half paid in advance, half at the end of the term.[2] The captain was allowed to carry heavy wares of his own up to 5 *miliaria* (by weight) and silver or fine wares to the value of £500 free of freight. At any time the captain might purchase one eighth of the vessel for £200 and so become a partner in the venture. The expenses of his two servants were to be charged to the ship. Such operations conducted with ease and assurance illustrate the mobility of investments, and of individuals, in the field of shipping at the close of the century: ships, captains, pilots, all to be found on short notice for voyages to any point in the Mediterranean basin and beyond. In these same years the galleys of Teodisio Doria were scouring the eastern Mediterranean in pursuit of trade, calling from harbor to harbor, with notaries on board at every port to draw commercial instruments in authoritative form.[3] He was acquiring that experience and daring which in 1291, after borrowing thousands of pounds, led him to form an association with the brothers Vivaldi for the equipment of those two ill-fated galleys which in the autumn of that year passed through the Pillars of Hercules for the circumnavigation of Africa and the discovery of the source of those riches on which the Genoese had so long battened.[4] The annual fleet for Flanders was already forecasted, and for one brief moment the New World seems to the reader of these documents miraculosly near to Genoa.

[1] ASG, Not. S. Vatt., reg. IV, fol. 10^{v}-11^{r}. The owners, *nauclerius* and mariners were allowed to carry a total of 25 bales of merchandise.

[2] *Ibid.*, fol. 11^{v}.

[3] ASG, Not. Lanerio, fol. l^{r} ff.

[4] C. de la Roncière, *La Découverte de l'Afrique au Moyen Äge*, I (Cairo: Societe Royale de Geographie d'Egypte, 1925), 50.

They were stirring centuries, the twelfth and thirteenth. In that superb harbor, now once again a port of world importance, the student of the valiant efforts of the remote past, haunting the quays and water-front, when momentarily wearied by sometimes breathless reading of the records of that past, learns to recognize in slightly altered form repetitions of mediaeval maritime practice; to observe replicas of mediaeval types whose very names upon friendly inquiry recall the ventures of ancestors unknown to them but still the source of admiration to the questioner. In Genoa and in rival ports customs and institutions of maritime life of definite significance in the history of civilization were painfully developed. Many of them have roots in far antiquity, and their fruits we enjoy today as deeply as the thirteenth century man enjoyed the sugar and spices procured and distributed under conditions from which our modern world has profited, too often unknowingly.

DOCUMENTS

THE following documents have been edited from the originals in the notaries' acts in the *R. Archivio di Stato in Genova.* As is customary, the citation is given to the notary by name, *registro*, *parte* (when the same *registro* consists of more than one part), folio *recto* or *verso*, the folios being numbered on one side only. The date assigned to each document is that found in the act itself, or if the act is not dated precisely the date given in one of the immediately preceding acts has been used. Documents from *registro* IV of Lanfranco, however, can only be dated as between the years 1200 and 1216 because only occasionally are the years given in these acts.

In editing the documents the rules formulated and published in the Bulletin of the Institute of Historical Research, Volume I, Number I (June, 1923), have been followed with the following exceptions. Capitals have been used only where they occur in the documents, since to have used capitals at the beginning of sentences would often be a reconstruction of the text which often fails to consist of complete sentences. Even in the use of proper names it has seemed best to follow the capitalization or lack thereof in the original; the editor has been present at discussions in the archives where the reading of a word badly written depended on whether it was believed to be a proper name or not. The punctuation of the originals has been followed also in every detail so as to avoid danger of distortion of the meaning of the notary. Where an act is continued from one side of the folio to another or from one folio to another it has not seemed necessary to indicate the end of one folio or side thereof and the beginning of another.

Abbreviations have been extended in all cases except in the use of the abbreviated form of the words *cantarium* and *cantarata.* There is a shade of difference between the two words and the notaries

often use the same abbreviation for both. The letters given in the text have therefore been printed here with an apostrophe to indicate abbreviation and the words have only been printed in full when they so appear in the originals. In the footnotes to the preceding study, however, they have been extended in accordance with the writer's interpretation.

All corrections by the original hand, whether by striking through, by interlinear insertions, or by the addition of words or phrases in the margins, have been indicated, except where the notary occasionally made a false single letter and either corrected it or began the word anew. No erasures have been found in these particular documents. For the indication of interlinear insertions the notaries sometimes used symbols, sometimes none. Where the symbols ˄ or ⁜, or the comma, or a double period have been found, they have been used by the editor and the words intended to be inserted have been enclosed in accents ` ´. For the indication of an insertion too long to be made near the point where it belongs in the act the notaries sometimes used the symbol ⁜ or ÷, repeating it at the beginning of the phrase written at the end of the act. This symbol has also been used by the editor wherever it occurs. Some notaries used a similar symbol to indicate the beginning of an act, but no confusion is likely to result from that fact. It should be observed that sometimes after using this symbol to indicate the insertion of a phrase a notary neglected to write the phrase at the end. In the editor's opinion all such alterations and corrections in notaries' acts should be indicated faithfully; in his own experience he has often been able to decide upon the true meaning of a document by taking account of such alterations by the original scribe.

Aside from the symbols noted above, two others have been used ‖ ‖, to enclose words added in the margins, and ‖ to indicate line ends when necessary. Square brackets have been used to indicate that letters or words have perished.

Two different types of marginal notations which often appear have not been included in editing the documents. The notaries for their own convenience often wrote in the margin the name of one of the principal parties to the agreement, and they often wrote the amount of the fee charged for drawing the contract.

I.

Not. Guglielmo Cassinense, fol. 146ᵛ. Dec. 19, 1200.

Nadalis blancus de airenzano et Johannes de casanova pro se et pro sociis suis. et petrus de vedereto anbes caleas novas de airenzano. Johanni caiono de mediolano recipiendi eas pro se et pro sociis suis nadalis et Johannes galea novam que fuit facta ad modulum et petrus galea sua nova que est sua et iohannis pici que fuit facta airenzano causa ducendi eas , 'ad montem pesulanum' caricatas de ballis et de aliis rebus quas negociatores portare voluerint ad salvamentum galearum ⁝ et ipse iohannes promittit eis pro se et pro sociis suis dare ~~eis~~ nalum libras CXXXV ⁝ pro unaquaque galea ⁝ secundum quod continetur in carta inde facta a comuni ianue. et promittunt eis pagare naulum in ianua in eorum ordinamento. et ipsi promittunt eis dare galeas bene paratas ad navigandum usque ad medium Januarii proximum. ~~et Johannes pro se et pro sociis suis dare naulum in ianua~~ quod movebunt a portu ianue causa eundi ad montem , 'cum galeis' pesulanum usque ad predictum terminum silicet medium ianuarii proximum nisi iusto dei impedimento vel fortuna temporis remansit ⁝ et ut supra conveniunt et promittunt inter se vicissim attendere pro se et pro sociis suis et contra non venturos per se vel per alium pro se sub pena librarum . L . 'denariorum ianuensium' ab utraque parte stipulata. Rato vero manente pacto. pro pena vero omnia sua bona habita et habenda vicissim pignori obligant. actum ianue sub volta fornariorum ⁝ die XVIIII. decembris Testes Martinus de albario ⁝ anselmus rubeus. Obertus de placentia ⁝ M°CC°. Indictione tercia.

II.

Not. Gugl. Cass., fol. 170ᵛ. Aug. 3, *circa* 1200–1203.

In nomine domini amen Jacomus capra. et anselmus. 'barbaria' pro se et pro sociis suis locant 'ad nolezandum' navem suam Octtoni gontardo et ottoni literio et ogerio nepitelle et leonardo de porta recipientibus pro se et pro sociis suis in viatico buzee bene sartiatam de omnibus sartis que sibi fuerint , 'navi' necesse ad navigandum et cum marinariis XXVIII ⁝ sine conquis , '⁜ ipsi promitunt' ‖ pro se

et pro sociis || et dare eis cant' M. 'et quas debet eis ~~portare~~ aducere subtus casam' et dare eis de quibuslibet cant' II. minus quarta bisantium .I. de miiaresis aut bisantium auri sicut curet per teram et promittunt eis pagare naulum in eorum hordinamento usque ad dies XV. proximos 'postquam fuerint buzeam' facta prima calica , '⁜ et quod movebunt ~~per totum augus~~ usque ad medium' || augusti nisi dei impedimento remansit vel cum voluntate eorum vel maiori parte ~~rerum a sorte~~ || et ~~ipsi~~ promittunt eis portare portare buzeam laccam et piperem et telas et safranum et omnes res subtiles ex dono. pro ~~predictis~~ , 'Mille' cant' 'quas debent eis dare.' et portare cant' de lino pro solidis II. et cant' bumbacis pro solidis iii et mecarulam vini solidis ii. et mecaralam olei solidis II. et mezarulam mellis solidis II. et conducere navem in ianuam suis exspensis et venire de buzea in ianuam cum nave et salvare et custodire suas personas et res suas ⁘ et ut supra promittunt ~~eis~~ 'inter se vicissim' attendere et cumplere 'pro se et pro socis et pagare predictum naulum ad terminum predictum' et contra non veturos in aliquo predictorum per se vel per alium pro se sub pena bisantiorum .d. ab utraque pro parte stipulata pro pena vero ~~et pro fie~~ omnia sua bona habita et habenda pro se et pro sociis pignori obligant. Jurant etiam 'octo 'de literio' pro se et pro sociis qui erant ibi presentes' || et iacomus capra pro ~~se et sociis || omnes supradicta super sancta evangelia~~ pro se et pro sociis suis , 'super sancta dei evangelia ut supra' attendere et cumplere et contra non venturos in aliquo predictorum per se vel per alium pro se ⁘ et , 'ianuenses' conscenciunt saones ibi adducere in cooperta cantaratas d. de lana et de bodronis ⁘ actum Janue in ecclesia sancto iohannis die iii augusti , 'intrantis' circa terciam. Testes Wilielmus grassus saonesis. Johannes de vegali Wilielmus de porta.

III.

Not. Gugl. Cass., fol. 204ᵛ. Sept. 18, 1203.

nos henricus filius marini de saxilia et villanus de castelleto promittimus tibi lamberto fornario aducere cant' , 'factas' centum. silicet medietatem de bumbace. et aliam medietatem de aliis mercibus de ultramare in Januam in nave que dicitur donna ad ractionem de bisanciis IIII ⁘ pro cant' ⁘ et que cantarata ⁘ a decem ⁘ usque ~~ad~~ ,'in' centum sint in electione tui lamberti ⁘ a die illo quo navis pre-

dicta fecerit portum ultramare ad duos menses proximos nisi quantum remasiset justo dei impedimento ⁊ et si non elegisses ad terminum dictum quod predicta cantarata c ⁊ essent firma ⁊ Item promittimus tibi. lamberto dare bisantios .L. saracenales ultramare in tua voluntatem ultramare 'ad duos meses proximos exquo fuerimus' silicet quisque nostrum bisancios XXV ⁊ 'et si non solverimus tibi predictos bisancios. ultramare ⁊ promittimus dare tibi vel tuo certo misso' || pro unoquoque bisancio. non soluto solidos X. Janue In ianua. usque ad duos menses postquam dicta navis fuerit ianuam sana eute dicta nave vel maiori parte rerum navis || et portare platas X ⁊ in predicta nave ex dono. hec omnia supradicta promittimus tibi lanberto attendere et complere et observare et contra non venturos in aliquo predictorum per nos vel per alium pro nobis ⁊ Alioquin penam bisantiorum ⁊c ⁊ saracanales tibi stipulanti promittimus quisque nostrum bisanciorum .L. pro pena vero et pro predictis omnibus ut supra observandis. Testes Marchesius draperius ⁊ petrus de clavari. actum ianue in domo partorum die XVIII septembris post vesperas

Ego lambertus fornarius promitto vobis henrico filio marino de saxilia et villano de castelleto venire vobiscum in ~~predicta~~ nave que dicitur donna ultramare cum meis rebus ⁊ , 'et redire in predicta nave ianuam cum cantaratis quas eligevero' || si debebo venire ianuam vel ire septam vel in alia parte quod tenear predicte navi. || et ita promitto vobis attendere et complere et contra non venturum et si contra facerem de predictis in aliquo ut non teneamini de aliquo pacto quo fecissetis michi ⁊ et insuper bisantios .C. nomine pene vobis dare promitto. pro pena vero et pro predictis omnibus ut supra observandis omnia mea bona habita et habenda vobis pignori obligo et si 'nos' non dederimus , 'tibi' ~~michi~~ dictos bisancios. ultramare promittimus dare tibi pro unoquoque bisancio non soluto solidos X. ad duos menses proximos quo dicta navis ianuam redierit sana tamen veniente vel maiori parte rerum ⁊ actum ea die et loco et hora

IV.

Not. Lanfranco ed altri ignoti, reg. IV, fol. 82ᵛ. May 22, 1200–1214.

Ego Johannes fornarius ⁊ promito vobis Girardo de mornalexi ⁊ peire lonbardo. Elie rogerio. stephano castagne quod vos et socios

vestros et res vestras. pro libris .cc. quas michi pro naulo datis portabo cum galea mea ad Barchioniam. et usque ad dies XIII. proximos ero motus cum galea de portu. ianue. vestra ordinatione. et In galea habebo CIIII. remigeros. et quatuor nautas ⁊ et quatuor supersalientes. et ad gradum montis pesulani prestolabor vos duobus diebus ⁊ et Inter gradum intrabo si galea poterit intraduci cum medietate honeris. et hec omnia bona fide cumplebo vobis. Alioquin penam librarum .c. vobis promito ⁊ et cetera. Actum sub porticu portic Bonifacii ingonis de fleo. eo die. post terciam. Testes. Raimundus de flexo. Bonifacius frater eius. Ansaldus crispinus. et Wilielmus filius oberti bonisegnoris malloni. salvo. quod portabo. octo pondera de meo gratis.

V.

Not. Lanfranco, reg. IV, fol. 83ʳ. May 23, 1200–1214.

Testes. Symeon de papia ⁊ Bonusvassallus de mari ⁊ et oto cilrum blancum. Nos Petrus bonusfans et Rainaldus clunus. promitimus vobis Girardo de mornalexi. Peire lonbardo. Elie rogerio. stephano castagne. quod vos et socios vestros et res vestras pro libris .cc. quas nobis datis pro naulo ⁊ portabimus in galea nostra usque ad barchioniam ⁊ et usque dies xii. erimus moti de portu ianue. cum galea nostra in vestra ordinatione. In gallea habebimus. marinarios .CIIII. et nautas .IIII. et quatuor supersalientes. et ad gradum montis pesulani prestolabimus vos ⁊ duobus diebus ⁊ et inter gradum cum galea intrabimus si poterit intraduci cum medietate honeris ⁊ et totum ut dictum est cumplere et observare vobis promitimus. Alioquin penam librarum .c. vobis stipulantibus promitimus. et cetera. eo salvo quod in galea portabimus gratis de nostris. octo pondera. Actum. ianue. in fundico. eo die post terciam.

VI.

Not. Lanfranco, reg. IV, fol. 147ᵛ. June 4, 1214.

Lanbertus et Wilielmus Archerii locant liturfo de brasono. quarterium . I et dimidiam Bucii sui. et suorum. et Retulo quarterium .I ⁊ et genoardo medium quarterium ⁊ ad rationem librarum xii.

super totum ‹ adducendum 'eum' maritimam. et inde Januam. et predicti liturfus. et Retulus. et genoardus promitunt eis conducere eum maritimam cum caravana. et dare eis vel eorum certo misso. scilicet. liturfus libras IIII et dimidiam. et Retulus libras .iii. et genoardus solidos XXX. salvo tamen quod dictus genoardus debet habere solidos XV. de dictis solidis XXX. pro naucleria ipsius Buci. usque ad tribus edomadis exquo dictus bucius reversus fuerit Januam de maritima. Alioquin penam dupli de quanto est naulo vicissim stipulanti spondet. pro pena. vero et pro his ut supra observandis omnia bona sua habita et habenda vicissim pignori obligant. ~~preterea~~ et salvo tamen quod si predicti liturfus et Retulus et genoardus aliquod expendent pro dicto bucio promitunt eis computare in naulo quod debent dare | preterea dictus genoardus promitit eis dare in denariis totius illud quod lucratus fuerit ^ 'de aceto usque ad pisis in eundo' de quarterio .I et dimidia extractis primis. expensis. | Actum Janue sub volta fornariorum. die IIII. Junii. circa vesperas. Testes. Costancius. revenditor. et Obertus notarius de langasco. et Carlus de palixeno.

VII.

Not. Lanfranco, reg. IV, fol. 147v. June 5, 1214.

Confitetur W. de stabilis se accipisse mutuo. A Baldicione canne. libras .CXL. Janue. Renuncians exceptioni et cetera. Unde ei vel eius certo misso dare promitit pro unaquaque libra. bisancios .IIII. milarenses ^ 'iusti ponderis' mondos ab omnibus dacitis et avariis. usque ad mensem .j. proximum. exquo navis que dicitur falconus aplicuerit buzeam. ^ 'vel quo portum fecerit' sana eunte dicta nave vel maiori parte rerum dicte navi ‹ Alioquin penam dupli ei stipulanti spondet. pro pena vero et sorte omnia bona sua habita et habenda ei pignori obligat. et specialiter. quartam partem dicte navis. et cum sarcia et cum omnibus pertinenti dicte quarte parti predicte et navis. et totum vinum quod habet in dicta navi. vel habebit. et possessionem et dominium nomine pignoris ei confitetur sic tradidisse. tali pacto quod pena commissa sua auctoritate et cetera. preterea dictus Baldicionus confitetur quod libre LXX. sunt auguine sororis sue. ^ 'et allie' libre LXX. francesce sororis sue.

Testes. Ido stanconus. Albertus de rivaria. et Obertus de seileta. Actum Janue sub volta fornariorum ⁊ die v. Junii. circa terciam.

VIII.

Not. Lanfranco, reg. IV, fol. 223ʳ. July 10, 1200–1214.

Ego Johannes fornarius promitto vobis Jacobo de calzada. Stephano de florimonte ⁊ Raimundo de fontana ⁊ et Girardo baraneto ⁊ quod vobis et sociis vestris portabo portabo. in galea mea de ianua. ad Barchioniam. Ballas .cxi. unde dabitis michi pro naulo cuiusque solidos .xxx. et de super totum. solidos .xx. et solvetis michi naulum totum In. ianua. De istis ballis poteritis mitere ad montem pesulanum .v. usque in .x. si volueritis ⁊ et ex eis quas ad montem pesulanum mitetis usque in ~~quantitate~~ .x. dabitis michi pro balla. solidos .xxii. In galea habebo .c. marinarios. et quatuor nautas ⁊ et quatuor supersalientes a ianua usque ad montem pesulanum. et a monte pesulano usque Barchioniam habebo in galea. centum ~~marinarios~~ viginti quatuor marinarios. ex qui erunt quatuor naucllerii. et quatuor supersalientes ⁊ et sedecim de marinariis debent vogare de subtus si volueritis. Alioquin penam librarum .l. promito vobis. et cetera. Actum. ianue. in fundico .x. die. Julii. Testes. symon bacimus. Wilielmus filius Wilielmi belli. Latelmus fiolarius. et obertus sartor. Et nos mercatores naulicabimus tibi Johanni predictas ballas. et naulum. ianuam. solvemus sub pena predicta.

IX.

Not. Ruffo, fol. 95ʳ–95ᵛ. April 6, 1213.

Ego Wilielmus Tartaro. Confiteor me accepisse 'mutuo' a te Ottone bono mallono. libras .cl. denariorum Janue abrenuntians exceptioni non numerate peccunie. unde promitto dare tibi vel tuo certo misso. per me. vel meum missum infra viginti dies postquam navis que dicitur Falconus de Sardinea Januam redierit. libras clxxxxii. denariorum Janue. mundas ab omni drictu et ab omnibus expensis et avariis. excepto a consulibus Janue. sane eunte et redeunte dicta navi vel maiori parte rerum ipsius navis. Alio-

quin penam dupli tibi stipulanti promitto. et pro sorte et pena. omnia bona mea habita et habenda tibi pignori obligo. et specialiter obligo tibi pignori .loca XVIII. dicte navis furnita de omni sarcia et marinariis. et de omnibus expensis que navis habet loca .XXIIII. super totum. Item obligo tibi pignori totum naulum quod dicta loca habuerint de Sardinea in Januam de quibus locis et eorum sarcia tibi nomine pignori possessionem tradidisse confiteor. promittens tibi quod dictam navem ~~in toto vel in parte~~ nemini obligavi 'nec pignori tradi' specialiter nisi tibi 'ottoni bono' ~~Wilielmo. nec obligabo alicui~~ 'nec obligabo' absque licentia et voluntate tua. donec de predicto debito integram consecutus fueris solutionem. 'et dicta XVIII loca tibi ab omni homine legitime expediam et defendam' predicta omnia ut supradicta sunt iuro tactis sacro sanctis evangeliis attendere observare et complere et contra non venire nisi iusto dei impedimento vel licentia tua 'vel tui certi missi' michi concessa remansit. Quod si iustum dei impedimentum intervenerit 'eo transacto' si terminus vel termini michi producti. fuerint. semper ad productum vel productos tenebor donec ad integram totius debiti solutionem actum Janue in fundico pediculorum. M CC XIII. indictione. XV. VI. die aprilis inter primam et terciam. Testes. Gandulfus sorra ecclesiam de rapallo. Raimundus verus de nervi. Silvester de nervi et Wilielmus de foleito de maraxio

X.

Not. Ruffo, fol. 95v. April 6, 1213.

Ego Gandulfus sora ecclesiam. .'de rapallo' Confiteor me accepisse mutuo a te Ottone bono mallono ~~libras XX denariorum Janue.~~ tantum de tuis denariis abrenuntians exceptioni. non numerate peccunie unde promitto dare tibi vel tuo certo misso per me vel per meum missum infra viginti dies postquam navis que dicitur Falconus de Sardinea Januam redierit libras .XXVI. denariorum Janue. mundas ab omni drictu et ab omnibus expensis et avariis sane eunte et redeunte dicta navi vel maiori. parte rerum ipsius navis. Alioquin penam dupli tibi stipulanti. promitto pro sorte et pena omnia bona mea habita et habenda tibi pignori obligo et specialiter obligo ~~et spec~~ tibi pignori. quatuor loca dicte navis furnita de omni sarcia

et marinariis. et de omnibus expensis. Item obligo tibi pignori. totum naulum quod pertinebit ad dicta IIII^{or}. loca de Sardinea in Januam. de quibus locis. et eorum sarcia tibi nomine pignoris possessionem tradidisse confiteor. promittens tibi quod dictam ~~navem~~ 'IIII^{or}. loca.' nemini specialiter obligabo nec pignori tradam. absque licentia et voluntate tua donec de predicto debito integram consecutus fueris solutionem et dicta IIII^{or}. loca tibi ab omni homine legitime expediam et defendam. predicta omnia ut supra dicta sunt iuro tactis sacrosanctis evangeliis attendere. observare et complere. et contra non venire nisi iusto dei impedimento vel licentia tui vel tui certi missi michi concessa remansit. Quod si iustum dei impedimentum intervenerit ·ꝯ eo transacto si terminus vel termini michi producti fuerint semper ad productum vel productos tenebor donec ad integram totius debiti solutionem. actum Janue. in fundico pedicularum M CC XIII. indictione XV^{a}. sexto die aprilis inter 'primam' et terciam. Testes Wilielmus tartaro. Raimundus verrus de nervi. Silvester de nervi et Wilielmus de foleito de maraxio

XI.

Not. Palodino de Sexto, reg. I, pt. I, fol. 3^{r}. Feb. 18, 1236.

prudentibus viris Johanni de sancta Agnete Wilielmo de mari. et Jacobo blanco participibus Bucii navis que est in nauli. dilectis suis. Wilielmus nigrus embriacus. et Ansaldus bufferius. Salutem et omne bonum. Quum Nicholaus de aldo pro se et sociis suis Nicholeta bufferio. et aliis in ligno vestro honeraverit agninas. coria. et Beccunas. Rogamus vos quatenus ipsas res dicto Nicolete procuratore constituto ad ipsas res accipiendas. detis et liberetis. Nos autem promittimus vobis inde vos indenpnes conservare ac ab omni danpno lexitione gravamine et expensis extrahere et ab omni homine liberare nostris expensis. Sub pena dupli de quanto danpnum passi essetis. seu lexitionem haberetis et obligactionem bonorum nostrorum. Renunciantes nove constitutioni et omni Juri Testes Saccus de saona et ferrus de rochetis et Johannes rubeus de anglerio Actum Saone sub porticu domus Berte de volta die lune XVIII februarii infero.

XII.

Not. Palodino de Sexto, reg. I, pt. I, fol. 101r. Aug. 20, 1239.

Ego Johannes beccus rubeus promitto tibi Bartholomeo bacemo me facturum ita quod Symon saonensis qui habitat in bonifacio honerabit in bonifacio vel sardinea tot merces in Galiota tua et sociorum que dicitur Argumteria pro ipsis Januam aducendis in proximo viagio quod naulum ipsarum mercium honeratarum ascendet tantum quantum erit conductum ~~sive mercede~~ xv. marinariorum dicte Galiote. Alioquin penam dupli dicti conducti tibi stipulanti spondeo. pro pena vero et dictis omnibus omnia bona et cetera. Testes paschalis de salucio et Bonaventura de sancto romulo Actum Janue sub volta que fuit fornariorum die xx Augusti inter terciam et nonam.

XIII.

Not. Bartholomeo de Fornari, reg. I, pt. II, fol. 66r–66v. April 22, 1248.

Nos Jacobus papia scriba comunis Janue pro Galea mea et Rabuacia de arenzano et Wilielmus pisanus et Ugo de fossato de arenzano pro nobis et sociis nostris pro duabus Galeis Naulizamus vobis pastono de nigro et bonovassallo nepitelle pro te et 'pro' pescheto mallono. et Wilielmo Lercario et Lanfranco bixie 'spinulle' et Lanfranco de Guisulfo pro te et pro Wilielmo Gabernia et pro Lanfranco de grimaldo et pro Johanne fondegario. et pagano de Rodulfo et Enrico de Vivaldo et Gotefredo Gatiluxio Galeas nostras cum Barchis tribus silicet remorum octo pro qualibet barca. bene paratas. armatas et munitas cum hominibus centum pro qualibet Galea cum barcha. de quibus sint homines viginti muniti ad ferrum et viginti balisterii cum balistris de duobus fustis vel de cornu et alii omnes cum fressetis et lanceis pro qualibet Galea. et cum omni aparatu et neccessariis suficientibus pro qualibet Galea et cum remis neccessariis ad remigandum ad planum et aposticium et cum vellis et ancoris et agumenis et omni alia sarcia ad suficienciam et predictas Galeas promittimus vobis cum omnibus et singulis supradictis habere paratas et expeditas causa movendi de portu Janue a die

dominico proximo futuro usque ad dies octo proximos et ipsas Galeas honerare in electione et voluntate duorum vestrum quos elegeritis silicet pastoni de nigro et Bonivassalli nepitele et promittimus vobis merces quas honerari feceritis in nostris Galeis predictis deferre usque ad aquas mortuas vel sanctum egidium aut montem pesullanum vel abinde Infra in vestra voluntate. Versa vice nos pastonus de nigro et Bonusvassallus nepitela pro me et pescheto mallono et Wilielmus Lercarius et Lanfrancus bixia spinulla et Lanfrancus de Guisulfo pro me et Wilielmo gabernia. et 'pro' lanfranco de grimaldo et pro Johanne fondegario et paganus de Rodulfo et Enricus de Vivaldo et Gotefredus gatiluxius promittimus et convenimus vobis predictis Jacobo papie et Rabuacie et Wilielmo pisano et Ugoni de fossato pro vobis et sociis vestris in predictis Galeis honerari facere ut Infra silicet ego pastonus cargias centum usque in centum vigintiquinque et ego Bonusvassallus pro me et pescheto mallono cargias septuaginta usque in octuaginta et ego Wilielmus Lercarius cargias quadraginta usque in quinquaginta et ego Lanfrancus bixia spinulla cargias triginta. et ego Lanfrancus de guisulfo pro me et Wilielmo gabernia et Lanfranco de grimaldo et Johanne fondegario cargias centum septuaginta et ego paganus cargias viginti septem usque in triginta et ego Gotefredus cargias decem et promittimus vobis dare de qualibet cargia piperis solidos decem et dimidium et de aliis cargiis aliarum mercium supradicta ratione et secundum quod dedimus et dare promisimus per aliud instrumentum factum manu Johannis de riparolio notarii et dare terciam partem cantarate pro qualibet Galea. Item promittimus tibi dicto Jacobo dare et solvere tibi pro balisteriis sex quos nobis dare debes ultra solidos decem et dimidium de qualibet cargia piperis libras decem Janue et totum predictum naulum de supradictis ~~can~~ 'cargiis' promittimus vobis solvere in Janua usque dies octo proximos. predicta omnia et singula promittimus inter nos attendere et observare. Alioquin penam dupli dicti nauli nobis ad invicem stipulantibus promittimus et inde omnia bona nostra habita et habenda nobis nos vicissim pignori obligamus. hoc acto inter nos quod nos predicti Jacobus papia et Rubuacia et Wilielmus pisanus et Ugo de fossato ad dictum terminum non erimus parati cum dictis Galeis et marinariis et omnibus predictis prout supradictum est quod nos

mercatores de aliquo de supradictis non teneamur abinde in antea. si quilibet nostrum sua auctoritate possit deferre et exhonerari facere de dictis Galeis in quo ligno voluerimus si de voluntate nostrorum mercatorum fuerit. et si ultra quantitatem cargiarum superius terminatam aliquis nostrum mercatorum honerare voluerit in predictis Galeis usque diem dominicam proximam exprimere debeat et abinde in antea non possimus in eis ultra id quod superius dictum est aliquod honerare. Actum Janue in fundico domus Enrici baraterii. M°.CC°.XLVIII°. Indictione quinta. die XXII. Aprilis post nonam. Testes Ilionus draperius de arenzano et petrus de camolio et Jacobus de pelio et Catallanus de arenzano et duo instrumenta inde fieri rogaverunt

XIV.

Not. Bartholomeo de Fornari, reg. I, pt. II, fol. 153r.
July 12, 1248.

Nos Jacobus supa et Enricus supa fratres quisque insolidum confitemur tibi Guidoni spinulle habuisse et recepisse a te tantum de rebus tuis. abrenunciantes exceptioni rerum non aceptarum. doli et conditioni sine causa. unde et pro quibus tibi vel tuo certo misso promittimus dare et solvere in partibus ultramarinis in Ancone vel in cipri si navis nostra portum fecerit causa exhonerandi que dicitur oliva. bisancios sarracenales Mille. octuaginta octo et dimidium bonos et legales iusti ponderis ad pondus Acconis. sana tamen eunte maiore parte pignoris quod tibi dabimus pro predictis. Infra mensem unum postquam dicta navis vel res predicte ad partes ultramarinas aplicuerint seu portum fecerit exhonerandi causa. Alioquin penam dupli tibi stipulanti promittimus. et pro predictis omnibus observandis omnia bona nostra tibi pignori obligamus. et specialiter tot pannos et tellas et mercationes. quas dabimus et consignabimus tibi apud aquas mortuas vel tuo certo misso que ascendent predictam quantitatem bisanciorum. Mille. octuaginta octo et dimidii in dicta nave in tua voluntate et de predictis omnibus quilibet nostrum se obligat insolidum. Abrenunciantes legi dicenti si duo plures ne insolidum se obligaverint presentes sint ac ydonei et quisque pro parte conveniatur et beneficio nove constitutionis de duobus reis et epistole divi Adriani. Actum Janue in domo quam habitat

Aymus speciarius. M°.CC°.XLVIII°. Indictione quinta. die xii Julii. post nonam. Testes Aymus speciarius et Wilielmus de furiburgo ceneris et Andreas purpurerius

XV.

Not. Bartholomeo de Fornari, reg. I, pt. II, fol. 192r.
Aug. 20, 1248.

nos Ansaldus mallonus filius quondam Wilielmi malloni et Wilielmus et Symon fratres filii dicti Ansaldi quisque nostrum insolidum confitemur tibi oberto balbo de suxilia 'nos' naulizasse de nave que dicitur oliva et de qua tibi vendimus loca duo prout continetur in carta vendicionis modo facta manu Bartholomei fornarii notarii. plazas mille centum ad rationem solidorum triginta quinque turonensium pro qualibet plaza. unde promittimus et convenimus tibi vel tuo certo misso per nos vel nostrum missum dare et solvere totum id quod te continget pro parte tua silicet pro duobus locis de naulo quod percipietur de dicta nave. et de residuo navis predicte quod naulizare seu locare debimus quando dictum naulum habuerimus et secundum quod habuerimus ex dicto naulo pro dictis duobus locis. Alioquin penam dupli De quanto contrafactum fuerit et ut supra per omnia ~~et singula~~ non fuerit observatum tibi stipulanti promittimus. ratis manentibus predictis. pro pena et ad sic observandum omnia bona nostra habita et habenda tibi pignori obligamus. et quisque nostrum de predictis omnibus insolidum teneatur. renunciantes beneficio nove constitutionis de duobus reis et epistole divi Adriani et iuri de principali et prescriptioni fori et omni iuri. Actum Janue ante domum quam habitat Aymus speciarius. M°.CC°.XLVIII°. Indictione quinta. die XX. Augusti. post nonam. Testes Jacobus de porta. et Wilielmus guiginus scriba. et Ansaldus Aurie

XVI.

Not. Bartholomeo de Fornari, reg. I, pt. II, fol. 191v–192r.
Aug. 20, 1248.

Nos Ansaldus mallonus filius Wilielmi malloni et Wilielmus et Symon fratres filii dicti Ansaldi quisque nostrum insolidum vendi-

mus. cedimus et tradimus tibi Oberto balbo de suxilia duo loca navis nostre que dicitur oliva que navis est locorum quinquaginta cum sarcia et aparatibus Infrascriptis pertinentibus ipsis duobus locis et cum compagna suficiente dicte navis pro quatuor mensibus. Inprimis arborem unam novam que est in nave nostra nova de proda et aliam arborem de popa. et pennam et carium novum de artimono et vellonum et carium et pennam et aliam pennam pro respeto de proda. et antenam et carium. et pennam de medio et vellum artimoni cubitorum sexaginta et caxum novum. Item terzarolium novum ~~et carium~~ de proda cubitorum quinquaginta trium. et vellonum in proda quasi novum cubitorum quadraginta sex et aliud vellonum cubitorum quadraginta quatuor. et vellum de medio cubitorum quadraginta octo. et duos timonos et aguminas novas quinque in molla. et aguminas x. balneatas et aguminas quinque usatas. Item mollam novam de gropialibus et aliam mediam mollam ^ 'novam cum' ~~de~~ gropialibus decem. de passibus decem usque in xv in proda. et anchinos duos. et superanchinum unum. et ostas duas et orcias duas et unum morganale in proda. amantos duos et ~~de~~ trocias duas. et in proda candellas duodecim et coronas duodecim. In medio. amantos duos et anchinos duos et paranchinum. et ostas duas. et orcias duas. et candellas duodecim cum suis coronis et cum baronis ad suficienciam et pallomas de vellono. et unam pallomam de vellono et aliam pallomam de medio et ancoras xviij. et duas orcias pro barcha de canterio. et Barcham de canterio cum sua sarcia. et Barcham de parascalmo cum spata et remis et suo armamento. et Gondollam unam cum suis remis. et pairolium de pice et alium pairoletum de pice cum caciis pro pice duabus. et lanternas quatuor et margios tres et verrubios quatuor et scopellos quatuor et ferram unam duplicem et ferras duas cum axia et pluribus vetrenis et lumetellos decem fili de palomario pro velle et cum massariciis suficientibus pro marinariis sexaginta et cum vegetibus pro mezaroliis centum pro aqua et vino. et cum omni furnimento neccessario ipsi navi pro hoc presenti passagio ultramaris quo itura est. finito precio. librarum nonaginta Janue de quibus nos bene quietos et solutos vocamus. Renuntiantes exceptioni non numerate peccunie in predictis non soluti et omni iuri. Ad faciendum decetero quicquid volueris tu et heredes tui aut cui dederis

vel habere statueris iure proprietatis et titulo emptionis sine omni nostra et heredum nostrorum ac omnium pro nobis contraditione. Et si plus valent id tibi donamus et remittimus. facentes ipsam veram extimationem esse. renuntiantes deceptioni dupli et que sit ultra duplum. Que duo loca dicte navis cum sarcia et aparatibus predictis promittimus tibi quisque nostrum insolidum decetero non impedire nec subtrahere. sed ipsa pocius ab omni persona legitime deffendere. et auctoritate nostris expensis remissa necesse denunciandi. Alioquin penam dupli de quanto dicta duo loca predicte navis cum aparatibus predictis pertinentibus ipsis duobus locis tibi stipulanti promittimus. firma manente venditione. pro pena et ad sic observandum universa bona nostra habita et habenda tibi pignori obligamus. possessionem Insuper et dominium dictorum duorum locorum predicte navis et sarcie et aparatuum pertinencium ipsis duobus locis tibi confitemur tradidisse. constituentes nos et quilibet nostrum. a te tenere precario quamdiu ipsa loca duo et aparatus et sarciam ipsis duobus locis pertinentes tenuerimus. dantes tibi licenciam ad prehendendi possessionem tua auctoritate quandocumque tibi placuerit. Insuper ex causa venditionis predicte quisque nostrum insolidum damus. cedimus et tradimus tibi omnia iura. rationes et actiones reales et personales utiles et directas et mixtas nobis vel alicui nostrum competentes et competituras in dictis duobus locis. predicte navis. et sarcie et aparatuum pertinencium ipsis duobus locis. Ita ut dictis iuribus et rationibus uti possis et experiri in iudicium et extra contra omnes personas sicut nosmet possumus vel alter nostrum potest seu unquam potuimus. Constituentes te de predictis procuratorem ut in rem tuam. et quisque nostrum de predictis omnibus insolidum teneatur renuntiantes beneficio nove constitutionis de duobus reis et epistole divi Adriani et iuri de principali et prescriptioni fori. et omni iuri. ad hoc nos obertus de cariis et Bernardus gafforus bancherii de placentia presentes vendicioni predicte et omnibus supradictis consentimus et omni iuri vobis vel alicui vestrum competenti in predictis duobus locis predicte navis et in sarcia et aparatibus pertinentibus ipsis duobus locis tibi penitus remittimus et abrenunciamus et promittimus te dictum obertum de predictis duobus locis navis predicte decetero non molestare. sub pena dupli et obligatione bonorum nostrorum.

Actum Janue ante domum quam habitat Aymus speciarius. M°.CC°.XLVIII°. Indictione quinta. die XX^{a} Augusti post nonam Testes Jacobus de porta et Wilielmus guiginus scriba et Ansaldus Aurie:—

XVII.

Not. Palodino de Sexto, reg. I, pt. I, fol. 45^{r}. Sept. 8, 1248.

Nos Aldebrandus de portuvenere. Montaninus de portuvenere et Valleninus de portuvenere quisque nostrum insolidum naulizamus et locamus vobis Abbati quondam Villani de lucca et fulconi de manachis de lucca nomine vestro et nomine sociorum vestrorum Sagitheam nostram que vocatur Leopardus cum 'remerii' ~~marinarii~~ ~~nonag~~ et vogatoribus octuaginta et cum supersalientibus octo et nautis duabus et cum omni eius sarcia et apparatu. In qua promittimus vobis levare Ballas quadraginta sex mercium vestrarum. et decem mercatores computatis duobus servitoribus vestris. et promittimus vobis portare dictas ballas et dictos mercatores usque in decem ut predictum est computatis vestris personis a Janua usque Niciam. si illuc ire volueritis vel usque frezurium si illuc ire volueritis vel usque Antibolum si illuc ire volueritis. Videlicet ad illum locum ex predictis ad quem ire volueritis. et si Niciam ibimus debetis nobis dare solidos quindecim pro parte. et si usque frezurium ibimus debetis nobis dare solidos viginti pro parte et si usque Antibolum iverimus debetis nobis dare pro eadem ratione. Item promittimus vobis movere cum Sagithea et cum predictis omnibus de portu Janue et esse expediti hodie vel die crastina per totum diem pro eundo ad unum ex dictis locis ad quem volueritis. promittimus etiam vobis quod ~~expectabimus~~ stabimus cum dicta Sagithea in loco illo in quo exhonerabitis per dies duos tamen et si ultra || si vero ultra pro honere || vos expectaverimus debetis nobis dare pro quolibet die libras tres ~~vos~~ eo salvo quod non teneamur vos expectare ultra primos dies duos nisi per alios duos dies tamen. promittimus insuper vobis quod si volueritis in dicta Sagithea honerare torsellos sedecim quod eosdem torsellos levabimus aducendos inde Januam in dicta Sagithea et pro quolibet torsello vobis dimittemus solidos duos de eo quod ab alia persona habuissemus predicta omnia et singula promittimus vobis quisque nostrum insoli-

dum attendere complere. et observare et contra in aliquo non venire nisi iusto dei impedimento vel fortuna maris aut prohibitione comunis remansiret. Alioquin si ut supra non observaverimus vel in aliquo contrafecerimus de predictis penam librarum centum Janue vobis stipulantibus promittimus. pro qua pena et ad sic observandum omnia bona nostra habita et habenda vobis pignori obligamus quisque nostrum insolidum Renunciantes beneficio epistole divi Adriani et nove constitutionis de duobus reis et iuri solidi et iuri de principali et privilegio fori et iuri cuiuscumque privilegii et omni iuri et ubique nos convenire possitis. versa vice nos Abbas et fulco luchenses quisque nostrum insolidum promittimus et convenimus vobis Aldebrando. Montanino [et] Vallenino dare vobis dictum honus et ponere in dicta Sagithea vehendum ad unum ex dictis locis. et dare vobis et solvere pro naulo dictarum ballarum si iverimus Niciam solidos quindecim pro parte et si iverimus usque frezurium solidos viginti pro parte. et si usque Antibolum iverimus vobis solvemus ad eamdem rationem. ⁘ et predictam solutionem vobis faciemus in[*de*] et sine aliqua questione Alioquin penam librarum centum Janue vobis stipulantibus promittimus. et pro predictis observandis et pena omnia bona nostra habita et habenda vobis pignori obligamus quisque nostrum insolidum et ubique nos convenire possitis. Renunciantes beneficio epistole divi Adriani et nove constitutionis de duobus reis et iuri solidi et iuri de principali. et privilegio fori et iuri cuiuscumque privilegii. Actum Janue in fundico curtigianorum testes petrus de lathri et lanfrancus pignatarius Anno dominice nativitatis M°.CC°.XLVIII Indictione V die VIII Septembris parvum post terciam et duo instrumenta inde fieri debent. ∵ et si vero expectaveritis ultra dies duos in illo loco in quo exhonerare voluerimus quolibet die vobis solvemus libras tres

XVIII.

Not. Palodino de Sexto, reg. I, pt. I, fol. 178^{r}–178^{v}. Feb. 23, 1250.[1]

Nos Conradus guaracus. poncius ricius. petrus aurie. Guido spinulla et Lanfrancus ricius participes navis que dicitur paradisus

[1] Published by L. T. Belgrano, *Due Contratti Genovesi di noleggio del secolo* XIII (Genoa, n. d.), pp. 12–15, with several errors two of which are of significance since the meaning is distorted: twice he read *pro miliario* instead of *per miliarium*. The latter reading is correct.

magnus quisque nostrum insolidum naulizamus vobis Iddoni Lercario iuniori et tibi Octolino de nigro pro te et Lanfranco dugo. et tibi Guilielmino tartaro pro te et Jacobino spinulla. et Benedicto castanea. et tibi Nicoloso aurie pro te et ansaldino aurie et vobis philipo de stacione. Bartholomeo de mari. Jacobino de verduno. ugeto Lomello. Jacobeo rubeo et deutesalve bonaventure mercatoribus navem nostram predictam. pro hoc presenti viatico ultramaris faciendo. pro naulo infrascripto. et cum marinariis et sarcia infrascripta. quia promittimus et convenimus vobis predictis mercatoribus pro nobis et aliis supradictis predictam navem habere paratam et expeditam cum vellis sex cotoni. inter que sint tria vella nova et cum vello canabacii et cum peciis novem de antenis bonis et sanis et cum ancoris viginti duabus et in redditu cum ancoris viginti quinque et cum agumenis viginti in mollis novis ultra alias agumenas madefatas. et cum mollis decem de gropialibus et cum omnia alia sarcia et aparatu ad suficienciam pro dicta nave pro predicto viatico faciendo et cum marinariis centum inter quos sint balisterii viginti et duo nauclerii sapientes in quibus non computetur aliquis servitor nec particeps nisi solummodo persona pilati. quam eciam navem cum marinariis et omnibus supradictis promittimus vobis ~~dco~~ mercatoribus pro vobis et aliis supradictis habere paratam et expeditam causa movendi de portu Janue et arripiendi dictum iter usque ad medium mensem Marcii proximum. et cum dicta nave ire monacum vel antibolim pro honere dicte navis ibi levanda. et inde arripere viaticum predictum causa ipsum perficiendi et postquam apud monacum vel antibolim aplicuerit dicta navis causa levandi 'dictum' honus promittimus Infra dies decem habere ipsam expeditam et paratam causa vellificandi et perficiendi dictum iter cum predicta nave. Si vero quod absit nova haberemus quod armamentum aliquod fieret in partibus Sicilie vel in alio loco. pro quibus secure cum dicta nave ire non possemus et mercibus vestris in partibus acconis promittimus vobis cum dicta nave et mercibus vestris ire tripolim in voluntate vestrum mercatorum ascendencium in dicta nave vel maioris partis vestrum pro parte cantarate Item promittimus vobis dictis mercatoribus pro nobis et aliis supradictis non permittere in dicta nave ascendi tam in eundo quam in reddeundo ultra peregrinos centum inter quos non sit aliqua femina ita quod ab arbore

de medio versus pupam dicte navis aliquem peregrinum stare non permittemus. et levare in dicta nave pro cant' decem acconis factis ad navem mercatorem unum facta prius cantarata dicte navis et non permittere in Janua ascendere aliquem mercatorem in predicta nave ad meliorem conditionem quam aliquis vestrum sine vestra licentia et voluntate vel maioris partis vestrum. possimus tamen levare usque in Ballas ducentas inter duas cohopertas predicte navis eundo ultramare. tamen reddeundo Januam de partibus ultramaris cum predicta nave aliquam mercationem in dicta nave promittimus non levare nec levari permittere. inter duas cohoperas nec in aliquo loco quo aplicuerimus cum dicta nave reddeundo Januam de partibus ultramaris. Insuper promittimus et convenimus vobis predictis mercatoribus pro nobis et aliis supradictis dictam navem cum omnibus supradictis habere paratam et expeditam usque ad medium mensem septembris proximum de partibus acconis. seu de eo loco quo honeraverit causa vellificandi et Januam reddeundi cum honere dicte navis. Si autem eligeritis et concordes fueritis de cantarata acconis pro dicta nave promittimus vobis mercatoribus pro vobis et aliis supradictis id totum quod nobis solvissetis in Janua 'pro naulo' de ballis et mercibus vestris excusare in solutione nauli quam nobis facere ~~debebitis~~ 'deberetis' de rebus et mercibus vestris ad rationem bisantiorum trium sarracenalium Syrie pro qualibet libra soluta 'in Janua' pro dicto naulo. et portare in dicta nave omnes res et merces vestras et raubam usque in Ballas viginti per miliarium librarum Janue. § Versa vice nos predicti mercatores nostro nomine et nomine supradictorum mercatorum promittimus et convenimus vobis predictis participibus cum omnibus mercationibus et Ballis nostris ascendere dictam navem causa arripiendi et perficiendi dictum iter ut supra. usque ad dictum terminum. et dare vobis in dicta nave cant' decem Acconis per miliarium librarum Janue. de ea quantitate mercium. rerum et Ballarum quas portabimus et honerabimus in dicta nave et dare vobis et solvere pro naulo bisantios undecim sarracenales Syrie pro quolibet cant' Acconis de ea quantitate quam honerabimus in dicta nave. Si vero Infra dies quatuor postquam cum dicta nave aplicuerimus in partibus Syrie ~~vel~~ ubicumque portum fecerimus cum dicta nave causa exhonerandi eligerimus nos mercatores et concordes fuerimus nos velle tenere ad can-

taratam de Janua. tunc vobis predictis participibus nos mercatores predicti nostro nomine et nomine predictorum dare et solvere promittimus solidos decem Janue pro quolibet cant' de ea quantitate ballarum et mercium quas in dicta nave honerabimus ad usum et modum cantarate Janue et solvere vobis totum naulum in Janua pro ea quantitate mercium et ballarum supradicta ratione quam quilibet nostrum dare debebimus 'de honere' de ea vero quantitate nauli que vobis restabit ab aliquo nostrum ad solvendum de ballis et mercibus nostris honeratis in dicta nave ut supra. promittimus vobis dicto nomine dare et solvere bisantios tres sarracenales Syrie pro qualibet libra ~~Infra~~ de ~~ea~~ hiis quantitatibus que vobis ab aliquo nostrum mercatorum restabunt ad habendum Infra dies quindecim postquam eligerimus ut supra nos velle tenere ad cantaratam Janue. Si autem ad car' Syrie eligerimus nos velle tenere tunc vobis dicto nomine dare et solvere promittimus predictum naulum et honus predicte navis secundum formam capituli Janue apud Acconem vel ubicumque honeraret causa reddeundi Januam et non honerare alias merces et res in dicta nave nisi solummodo nostras et supradictorum et cuiuslibet nostrum. Insuper promittimus nos dicti mercatores nostro nomine et nomine illorum quorum supra promisionem fecimus nos ita facere et curare quod illi supradicti pro quibus supradicta promisimus. attendent et observabunt omnia et singula supradicta et in nullo contravenient. hec omnia et singula supradicta promittimus nos participes nostro nomine et nos dicti mercatores nostro nomine et nomine supradictorum attendere et observare et in nullo contravenire. alioquin penam librarum Mille Janue nobis ad invicem stipulantibus promittimus. pro pena et ad sic observandum omnia bona nostra habita et habenda nobis ad invicem pignori obligamus et quisque nostrum ~~mercator~~ participum de predictis insolidum teneatur. renuncians beneficium nove constitutionis de duobus reis et epistole divi Adriani et iuri de principali. Actum Janue in ecclesia sancte Marie de vineis. M°.CC°. quinquagesimo. Indictione septima. die XXIII^a^. Februarii inter terciam et nonam. Testes. Marinus de parma. et Nicolinus guarnerii iudicis et thomaynus aurie et duo Instrumenta inde fieri rogaverunt. factum est pro predictis participibus et mercatoribus

XIX.

Not. Giovanni Veggio, reg. I, fol. 169^{v}. March 19, 1250.

⁜ In nomine domini amen. Nos Jacobus Ricius pro me et lanfranco ricio wilielmus bocarus et Jacobus barrachinus. participes navis que vocatur sanctus nicolaus naulizamus vobis wilielmo figallo. wilielmo de cruce pro te et obertino de bargalio. Jacobo dalmacio. Symoni guercio. ogerio scoto. Symoni streiaporco pro te et Silvestro spierio. et andriolo nepitelle. navem predictam ˄ 'de Janua usque septam' cum barcha una de canterio quam navem promittimus vobis habere furnitam de omni sarcia bona convenienti et sufficienti eidem navi et cum marinariis quinquaginta quinque exceptis personis nostris et servitoribus cumputatis in ipso numero marinariis barche. et promittimus vobis quod dicta navis cum barcha movet de portu Janue causa eundi in eodem viagio usque Kal. Madii proximas venturas. In qua nave promittimus vobis facere portare merces vestras Infrascripto modo. videlicet quolibet centanarium librarum denariorum Janue que portabuntur in capsiis inplicatarum in miliarensibus et ~~relib~~ rebus subtilibus pro soldis decem Janue. quamlibet ballam pro soldis quinque. quolibet cant' bombecii pro soldis sex. quamlibet mezarolam vini pro soldis duobus. Insuper promittimus vobis quod alicui non naulizabimus merces aliquas minori naulo quam vobis. et si pro minori naulo naulizabimus alicui quam vobis promittimus vobis portare merces vestras pro eodem precio quo alicui naulizabimus. In qua nave quilibet vestrum et predictorum possit honerare in dicta nave mezarolas sex vini absque naulo. aliquo. et nos predicti wilielmus figalus. wilielmus de cruce pro me. et obertino de bargalio. Jacobus dalmacius. Symon guercius. ogerius scotus. Symon streiaporcus pro me et Silvestro spierio. et andriolus nepitella. promittimus vobis supradictis participibus venire in nave predicta et res nostras omnes et merces in dicta nave onerare et dare vobis de quolibet centanario librarum implicatarum in miliarensibus et mercibus subtilibus que portabuntur in capsia soldos decem. de qualibet balla soldos quinque. de quolibet cant' bombecii soldos sex de qualibet mezarola vini soldos duos. et promittimus vobis insuper quod non onerabimus in aliqua nave merces nostras nisi in predicta. nave. predicta omnia et singula promittimus inter nos ad invicem

attendere complere et observare sub pena librarum quingentarum Janue. inter nos ad invicem stipulata et promissa. obligamus inter nos vicissim omnia bona nostra habita et habenda. in quam penam incidat pars non observans parti observanti. Actum Janue in ecclesia sancti Laurentii Testes Vivaldus de mascarana notarius. Jacobus de bixano. et Symon speciarius anno dominice nativitatis M°CC°L Indictione VII die XVIIII Marcii inter primam et terciam

XX.

Not. Bartholomeo de Fornari, reg. IV, loose folio, unnumbered.
May 6, *circa* 1250.

Nos Lanfrancus de suxilia et Jacobus de Rollando de nauli. participes bucii navis que dicitur Sanctus Ambrosius tam nostro nomine quam nomine aliorum participum et sociorum dicti bucii navis. naulizamus vobis ~~Andrea mallonus~~ 'Guidoto carlo.' Nicoloso de savignono 'pro te et Johanne portonario' Andree rodistropo. Nicoloso iudici ~~Januino rubeo.~~ et Septembri de levagio. ^ 'et obertino de savignono.' dictum bucium navem pro viatico de marica faciendo. quem bucium navem promittimus vobis habere paratum et exp[editum] causa movendi de portu Janue et incipiendi dictum viaticum ~~eu~~ bene para[tum] et munitum de omni sarcia corredo et omnibus aparatibus et neccessariis pro dicto Bucio nave ad suficienciam et cum marinariis XXXII. bene munitis et servicialibus quatuor. ~~usque ad medium hunc mensem Madii presentem~~ Item promittimus vobis mercatoribus ~~quod non faciemus moram cum dicto bucio nave~~ portare personas vestras et compagnas et Ballas et omnes res vestras pro naulo Infrascripto. et quod non faciemus cum dicto bucio nave in maionicam ultra dies. tres. nec ~~in maricam~~ in cartageniam ultra alios dies tres. aliquo modo. et mezarolas ~~decem~~ 'XIII' vini per Miliarium librarum. sine aliquo naulo inde nobis solvendo. et non levare aliquem mercatorem in Janua ad meliorem condicionem quam aliquis vestrum. de ~~sac~~ cat' cotoni solidis VI.

Versa vice nos predicti mercatores promittimus vobis predictis mercatoribus ascendere dictam navem cum mercibus et rebus nostris causa eundi in dicto viatico et incipiendi ipsum viaticum usque ad dictum terminum et esse expediti. et dare et solvere vobis ~~de.~~

~~tam~~ de 'omnibus' mercibus et ballis et rebus ~~quam~~ et ~~de~~ miliarensibus quos portabimus in ipso ligno. solidos XVIIII Janue per miliarium librarum Janue et dictum naulum vobis dare in Janua. Aut dare vobis Miliarenses per libram de dicto naulo secundum quod percipietur per bisancium ~~de miliarensibus~~ de inplicatis miliarensibus ad rationem. solidorum IIII. et denariorum VIIII per bisancium. in maricam Infra dies VIII postquam in maricam aplicuerimus cum dicto bucio nave. Acto eciam inter nos quod si usque ad medium mensem Madii non steterit in Janua ad movendum quod mercatores non teneantur participibus de ista promisione. et si movere voluerint abinde infra et ascendere ipsum teneantur de supradictis promisionibus et si ad medium mensem madii teneantur de supradictis. et Jurare in | hec omnia etc sub pena bisanciorum M. miliarensium inter nos etc in ecclesia | et Jurare in nave manifestare id quod portabimus. | sancte marie de vineis die VI Madii inter terciam et nonam Testes Andrea Mallonus et ~~Guido~~ Johannes de sancto systo. et Bartholomeus de pelio. et Lanfrancus rodistropus

XXI.

Not. Bartholomeo de Fornari, reg. II, fol. 36^{v}–37^{r}. Dec. 12, 1250.

Nos Bonaiuncta de portu veneris et Rabuacia de arenzano nostro nomine et aliorum participum et sociorum nostrorum. Naulizamus vobis oberto spinulle et petro dentuto. et Wilielmo bonizo pro vobis et mercatoribus navis ansaldi gatiluxii que dicitur damixela. Galeam mei Bonaiuncte que dicitur Alegrancia et Galeam mei Rabuacie et Oceli de sancto Laurentio usque monacum et inde Januam pro Infrascripto naulo. quas Galeas cum vogeriis centum octo et quatuor ~~naul~~ naucleriis pro qualibet ipsarum Galearum. et cum omni sarcia et aparatibus ipsarum promittimus vobis habere paratas et expeditas causa eundi ad dictum locum et inde Januam. vobis dantibus et solventibus nobis pro naulo predictarum Galearum. De zurra piperis solidos septem Janue et De Sachetis duobus et dimidio pulveris zucari pro uno pondere eadem ratione. De ultris tribus endici gariofolorum et nucum muscatarum pro uno pondere eadem ratione. De Rotulis septuaginta cathene Acconis de cera. brazili et. seta pro una pondere eadem ratione. De capsia zucari

pro sporta una piperis. Item promittimus vobis. levare in dictis Galeis usque in pondera centum quinquaginta pro qualibet predictarum Galearum et ultra usque ad complementum honeris ipsarum Galearum si nobis dederitis vel dari feceritis. Item promittimus vobis Janua deferre in dictis Galeis et aportare capsias sex pro qualibet Galea et barilia de guarnixonis et arma et scutos et mercatores sine aliquo naulo nobis solvendo. Item promittimus tibi dicto Wilielmo bonizo levare in dictis Galeis Sachos viginti duos cotoni ad rationem solidorum decem Janue nobis solvendorum pro quolibet Sacho. et non levare honus nisi competens in ipsis Galeis in voluntate petri de silvagrino et ansaldi bonizi. quas Galeas cum omnibus supradictis promittimus habere paratas causa eundi et movendi de portu Janue in voluntate vestra et predictorum petri et ansaldi. tam in eundo quam in reddeundo. Versa vice nos predicti. obertus. petrus et Wilielmus nostro nomine et nomine mercatorum predictorum promittimus vobis Bonaiuncte et Rabuacie dare vel dari facere vobis ad honerandum in dictis Galeis pondera centum quinquaginta pro qualibet ipsarum et dictum naulum in reddeundo quando Januam feceritis vobis solvere et ultra promitto ego Wilielmus vobis dare vel dari facere ad honerandum in dictis Galeis Sachos viginti duos cotoni et vobis dare solidos decem pro quolibet Sacho ut supra. hec omnia ut supra promittimus inter nos ad invicem attendere et observare et in nullo contravenire. sub pena dupli tocius eius quod ascendit dictum naulum inter nos ad invicem stipulata et promissa et sub obligatione bonorum nostrorum. Actum Janue ante domum quam habitat Aymus speciarius. M°.CC°.L. Indictione VIII^a^. die XII. december post nonam. Testes Wilielmus de castello. thomas lomellinus et Wilielmus rubeus de castello

XXII.

Not. Bartholomeo de Fornari, reg. II, fol. 139^v^. April 25, 1251.

Nos Januinus de primentorio et Nicolosus grillus. Bendictus de levanto et paschale de vinde promittimus inter nos ad invicem esse eiusdem voluntatis et electionis et de comuni voluntate tali pacto videlicet. quia promittimus inter nos ad invicem quod si tres nostrum in concordia fuerimus eundi tripolim cum nave in qua ituri

sumus nos omnes vel Guidotus frater mei paschalis promittimus ire tripolim et non alio loco. cum dicta nave. Si vero duo nostrum concordes fuerimus eundi Acconem et alii duo nostrum concordes essemus eundi tripolim nichilominus teneamur ~~nos~~ duo nostrum qui concordes fuerimus eundi Acconem ire solummodo Acconem cum dicta nave et non tripolim nec in aliquo alio loco. et ut supra Juramus attendere et observare. hec omnia ut supra promittimus inter nos ad invicem attendere et observare et contra in aliquo non venire. Alioquin penam bisanciorum Mille sarracenalium nobis ad invicem stipulantibus promittimus et proinde omnia bona nostra habita et habenda nobis ad invicem pignori obligamus. Actum Janue eodem loco die eadem inter terciam et nonam Testes. Symon de sigestro et Symon de langasco scriba

XXIII.

Not. Bartholomeo de Fornari, reg. II, fol. 208^{v}–209^{r}. Aug. 2, 1251.[1]

Nos Conradus guaracus. poncius ricius. petrus aurie et Guido spinulla participes navis que dicitur paradisus magnus naulizamus vobis Guilelmo gabernie. Idoni Lercario. Guilelmo bonizo. Lanfranco dugo spinulle pro te et Lanfranco bixia. Lanfranco aurie. panzano panzano et Ansaldo luxio. pro vobis et uno ex filiis Jacobi panzani et Bonifacio de vivaldo. Johannino Guidonis. Johannis spinulle. petro lavaldano. Ansaldo Aurie et Johanni de Levanto. mercatoribus predictam navem nostram pro viatico tunexis faciendo et inde ad voluntatem vestrum mercatorum quo ire volueritis ‸'quam navem promittimus vobis habere paratam et expeditam' cum marinariis centum inter quos sint balisterii viginti et marinarii sexaginta munitis ad ferrum et duo nauclerii sapientes in quibus non computetur persona alicuius servicialis. nec participis nisi solummodo persona pilati. et cum peciis decem de antenis bonis et sanis. inter quas sint pecie tres nove computatis duabus aliis quas emimus pro dicta nave et cum mollis viginti de agumenis novis tam in eundo quam in reddeundo et que non sint madefate ultra alias

[1] Cf. Mas-Latrie, *Traités de Paix et de Commerce*, p. 122.

agumenas madefatas et cum mollis decem de gropialibus novis in eundo et reddeundo. et cum ancoris viginti quatuor et cum omni alia sarcia et aparatu ad suficienciam pro dicta nave et cum vellis [*lacuna of about two and a half lines*] non sit aliqua femina. ita tamen quod ab [*lacuna of about three inches*] pelegrinum nec aliquam personam stare nisi mercatorem et portare vos seu personas vestras et serviciales vestras compagnas. mer[ces] [*et res vestras sine aliquo*] naulo exceptis canabe. filato. vernigatis. scutellis. [*ferro*]. stagno. ramo. pomblo et tefaniis et non portare aliquam mercationem tam in eundo quam in reddeundo inter cohopertas et habere dictam navem expeditam causa reddeundi et portas clausas secundum formam capituli et veniendi Januam vel eundi de ultramari ubicumque placuerit predictis mercatoribus et ad eorum voluntatem. § Versa vice nos mercatores promittimus vobis predictis participibus dare vobis et honerare vel honerari facere in dicta nave res et merces nostras et dictam navem ascendere causa eundi tunesim. et inde quo nobis mercatoribus vel maiori parti nostrum placuerit et dare vobis cant' octo Acconis per Miliarium librarum Janue de ea quantitate mercium et rerum et ballarum quas in dicta nave honeraverimus. et dare vobis bisancios decem pro cant' Acconis. et incipere honerare merces et ballas nostras usque ad medium mensem Augusti presentem et ipsas habere honeratas ante per duos dies quam dicta navis moveat et dare et solvere naulum de mercibus in Acconem secundum formam capituli. Si vero tunexim ibimus et inde Januam promittimus vobis dare bisancium unum miliarensem pro cat' et dare cant' octo milia. Si autem ultramare ibimus promittimus vobis dare cant' et naulum secundum formam capituli alioquin bisancios quindecim pro cant' Acconis nomine pene et pro cant' tunexis bisancium unum et dimidiam inter ad invicem promittimus stipulantibus pro pena et ad sic observandum omnia bona nostra ad invicem habita et habenda nobis pignori obligamus. hoc acto quod in electionem et ad voluntatem Wilielmi gabernie et Wilielmi bonizi et nicole tartaro et panzani panzani movere tenemur nos ~~mercatores~~ dicti participes nec aliquo modo possimus dilatare quin ad voluntatem ipsorum movere dicta navis teneatur de portu Janue causa eundi ad dictum locum. Alioquin bisancios quinque pro cant' nobis teneamini et pro cant' tunexis bisancium unum et

dimidiam ut supra dictum est habere dictam navem expeditam ad dictum terminum de non tractando vos vel alium quod dilatio fiat movendi nec levare aliquem mercatorem pro quo dilatio fieri possit et si sciverint aliquem qui contrafacere vellit pro posse disturbare per se vel alium et nos mercatores iuramus omnes merces et res nostras dare et honerare in dicta nave ad dictum terminum et parati causa movendi dictorum quatuor Actum Janue in ecclesia sancte Marie de vineis. M°.CC°.LI°. Indictione VIII^a^. die secunda Augusti. post nonam. Testes. Bernardus scriba. Obertus de levanto speciarius et Symonetus Gilius et Symonetus quondam Martini Aurie

XXIV.

Not. Bartholomeo de Fornari, reg. II, fol. 211^v^–212^r^. Aug. 6, 1251.

Ego Guilielmus bucanigra particeps navis que dicitur Sanctus petrus nomine meo et sociorum meorum naulizo vobis Idoni lercario pro te vel Octolino turgio. petro de silvagriero pro te vel pro filio tuo. Jannino rubeo. philipo de stacione. Octobono picamilio pro te et Andriolo pignolo. Oberto stancono. Jacobo bucenigre. Oberto pignatario. Johanni toscano. faravele cigale. pro cigalino cigala. Marino de palma pro uno ex filiis tuis. Jacobo fornario pro te et Murtolo [*lacuna of about eight lines*] cum peciis novem de antenis [*lacuna of half a line*] gropialium novorum et cum ancoris [*lacuna of half a line*] navis pro viatico tunexis faciendo et inde quo [*lacuna of one inch*] vestrum mercatorum. Item promitto vobis predictis mercatoribus nomine meo ubi dicitur quod inter cohopertas aliquam mercationem non ponere nec bombecem nec lanam inter foramina. tam in eundo quam in reddeundo. et levare in dicta nave mercatorem unum pro cant' decem Acconis. Si forte aliquis ex vestris mercatoribus cant' suam vendere voluerit et dictus Wilielmus eam retinere voluerit secundum quod eam vendere poteritis possit eam dictus Wilielmus retinere. Item promitto vobis predictis mercatoribus dictam navem habere paratam et expeditam usque ad dies octo exeunte hoc presente mense Augusti cum marinariis et sarcia et omnibus supradictis causa movendi de portu Janue et incipiendi dictum viaticum et quod non permittam ascen-

dere dictam navem ultra peregrinos centum tam in eundo quam in reddeundo inter quos non sit aliqua femina. ita tamen quod ab arbore mediano versus pupam dicte navis non permittam aliquem peregrinum nec aliquam personam stare nisi solummodo mercatores et in ipsa nave portare vos et personas vestras et compagnas et asnense et merces sine aliquo naulo inde michi solvendo exceptis canabe. filato. vernigatis et scutelis. ferro. stagno. ramo pomblo et tefanniis de quibus naulum habere debeam Si vero tunexim ibimus cum dicta nave. et reddire debebimus debetis nobis dare. cat' octo et dare bisancium unum miliarensem pro cant' nomine nauli. Si autem de tunexi ibimus ultramare cum dicta nave. promitto vobis predictis mercatoribus dicto nomine portare vos et personas vestras et compagnas et merces ad voluntatem vestram ad rationem bisanciorum decem sarracenalium pro quolibet cant' Acconis solvendorum michi de rebus et mercibus vestris quas portabo in dicta nave et dare debetis michi cant' octo Acconis per miliarium librarum Janue de ea quantitate mercium et rerum et ballarum quas habebitis in dicta nave et debetis honerasse in dicta nave. merces ballas et res vestras in Janua per duos dies ante quam dicta navis de portu Janue movere debeat et solvere debetis michi naulum de predictis mercibus secundum formam capituli et movere cum dicta nave et mercibus causa redeundi Januam vel quo placuerit vobis predictis mercatoribus ad voluntatem vestram et portas dicte navis clausas habere secundum formam capituli Janue. predicta omnia promitto vobis predictis mercatoribus dicto nomine attendere et observare et in nullo contravenire. Alioquin si ut supra per omnia de facto tunexis non observavero promitto vobis mercatoribus portare cat' tunexis pro bisancio medio miliarense et si per omnia de facto ultramaris non observavero promitto vobis portare cat' Acconis pro bisanciis quinque sarracenalibus. Versa vice nos predicti mercatores promittimus tibi dicto Guilielmo. dare tibi et honerare vel honerari facere in dicta nave res et merces nostras et dictam navem ascendere causa eundi tunexis et inde quo nobis mercatoribus vel maiori parti nostrum placuerit et dare tibi cat' octo Acconis per miliarium librarum Janue de ea quantitate mercium et rerum et ballarum quas in dicta nave honerabimus. et solvere et dare tibi bisancios decem sarracenales pro cat' Acconis de rebus et mercibus nostris in dicta

nave delatutis ~~de Janua tunexim~~ Si vero tunexim ibimus cum dicta nave et inde Januam reddiremus promittimus tibi dare nomine nauli bisancium unum miliarensem ut dictum est supra pro cat' et incipere honerare in dicta nave res et merces nostras usque ad medium mensem Augusti presentem et ipsas merces habere honeratas in dicta nave ante per duos dies quam dicta navis movere debeat de portu Janue. et dare et solvere tibi naulum et honerare merces nostras in dicta nave apud Acconem secundum formam capituli Janue. predicta omnia promittimus tibi ut supra attendere et observare et in nullo contravenire. Alioquin si ut supra per omnia de facto ultramaris non observabimus promittimus tibi dare bisancios XV sarracenales pro cat' Acconis nomine pene et si per omnia de facto tunexis non observabimus promittimus tibi dare de quolibet cat' tunexis bisancium unum et dimidiam miliarensem nomine pene. Actum Janue in ecclesia sancte Marie de vineis. M°.CC°.LI°. Indictione VIII^a^. die VI°. Augusti circa terciam. Testes. Wilielmus crispinus. et Lanfrancus cigala iudex. Ricobonus Georgii et Belmustus Lercarius:—

XXV.

Not. Bartholomeo de Fornari, reg. II, fol. 213^v^–214^r^. Aug. 11, 1251.

Nos Conradus guaracus. poncius ricius et petrus Aurie participes navis que dicitur paradisus minor naulizamus vobis Rubemacie. tholomeo de tholomeo. Ansaldo de modulo. Guidotino Lecavello. Marchione calvo. Guilielmino calvo. petro calcorino. Johannino strallerie pro te et Alberto de signarico. predictam navem pro viatico tunexis faciendo. cum marinariis septuaginta in quibus computentur nauclerii duo. et inter quos marinarios non computetur persona alicuius participis vel servicialis et inter quos marinarios sint [*lacuna of about eight lines*] causa movendi de portu Janue et incipiendi [*lacuna of about four inches*] et portare vos et personas vestras et arnensse et compagnas [*lacuna of about two inches*] nobis solvendo. et mezarolas quindecim vini pro quolibet mercatore et quod movenda dicta [*lacuna of about two inches*] eundo tunexim non portabimus in dicta nave. nec ascendi permittemus et portare

compagnas vestras inter duas cohopertas dicte navis et habere dictam navem expeditam per totum mensem Aprilis proximum causa Januam redeundi cum dicta nave de tunese. Item promittimus vobis predictis mercatoribus permittere honerare in dicta nave totam vestram cant' vel maiorem partem ipsius in lana et alumine ita quod duo cant' lane non ascendant ultra cant' tria et cat' duo aluminis pro uno cant.' Item promittimus vobis predictis mercatoribus levare et deferre in dicta nave totam cant' quam quilibet vestrum elegerit habere de rebus et mercibus vestris supradicta ratione usque ad Kal. Marcii proximas et non levare aliquem mercatorem in Janua ad meliorem conditionem quam aliquis vestrum. Versa vice nos predicti mercatores promittimus vobis predictis participibus honerare vel honerari facere omnes res et merces nostras in dicta nave et ascendere dictam navem causa eundi tunexim usque ad dictum terminum et esse expediti et parati et dare vobis cat' LX per miliarium bisanciorum et dare et solvere vobis de rebus et mercibus nostris quas in dicta nave honerabimus bisancios octo miliarenses pro quolibet cant' nomine nauli. scilicet in Kal. Marcii terciam partem tocius eius quod ascendet dictum naulum et in Kal. Aprilis aliam terciam et ad dies octo exeunte mense Aprilis aliam terciam in auro vel miliarensibus secundum quod expenditur in tunese et incipere honerare nostram cant' in Kal. Marcii proximis et ipsam habere totam honeratam in dicta nave usque per totum mensem Aprilis proximum causa redeundi Januam. Item promittimus vobis predictis participibus honerare vel honerari facere in dicta nave. totam nostram cant' de rebus et mercibus quas habebimus ultra predicta cat' LX per miliarium bisanciorum et non in aliqua alia nave nec ligno supradicta ratione. hec omnia promittimus nos participes et mercatores inter nos ad invicem attendere et observare et in nullo contravenire. sub pena bisanciorum duorum milium miliarensium inter nos ad invicem stipulata et promissa et sub obligatione bonorum nostrorum. Actum Janue in ecclesia sancte Marie de vineis. M°.CC°.LI°. Indictione VIII^a^. die XI° Augusti post nonam. Testes petrus Iavoldarius. Lanfrancus ricius. Guilielmus botonus scriba et petrus Guaracus:—

XXVI.

Not. Bartholomeo de Fornari, reg. II, fol. 220r. Aug. 19, 1251.

Wilielmus streiaporcus. petrus strallerie. Bonifacius de grimaldo et opicinus tartaro quatuor electi a mercatoribus qui naulizaverunt navem que dicitur regina Lanfranci malloni et Jacobi manentis et sociorum ad providendum. utrum dicta dicta navis sit expedita et esse possit ad movendum de portu Janue cum marinariis et aparatibus suis causa eundi ultramare ad terminum ad quem debet et promiserunt dicti Lanfrancus mallonus et Jacobus secundum tenorem instrumenti naulizationis dicte navis inde facti per manum Bartholomei fornarii notarii. die VII Augusti post nonam. et secundum quod continetur de electione de nobis per alios mercatores facta per manum Ugonis de salario notarii ut dicunt. cognita et visa veritate de expeditione dicte navis secundum tenorem instrumenti naulizationis ipsius navis. dicunt omnes quatuor in concordiam quod dicta navis non est expedita nec esse potest ad terminum ad quem debet causa movendi cum marinariis et suis neccessariis et hec dicunt et cognaverunt et inde rogaverunt publicum fieri instrumentum. Actum Janue ante domum canonum sancti laurentii quam habitabat quondam Aymus speciarius. die XVIIIJ Augusti post nonam. Testes. Lanfrancus streiaporcus et Grimaldus picamilium et Martinus de carega

XXVII.

Not. Bartholomeo de Fornari, reg. II, fol. 249r–249v. May 29, 1252.

ego Matheus ceba particeps navis que dicitur Sanctus Gabrielus nomine meo et nomine aliorum sociorum meorum et participum dicte navis naulizo vobis Iddoni Lercario iuniori pro te vel Johannino Lercario nepote tuo et Belmustino Lercario pro te vel Baliano Lercario fratre tuo et Lanfrancho cebe. petro cimamaris pro te vel Oberto cimamaris fratre tuo. et Symoni bonaiuncte pro te et Johanne de monte rubeo. Johannino Lercario quondam belmusti. thomayno bestagno. et Januino de primentorio pro te vel Bertholino dentuto. Enrico capatagie. thomayno picamilio pro te et thomayno

de vivaldo. mercatoribus predictam navem quam promitto vobis predictis mercatoribus dicto nomine habere paratam et expeditam cum marinariis septuaginta quinque. de quibus sint balistarii quindecim qui sint marinarii. unus quorum sit magister pro balistris aptandis. et marinarii quadraginta muniti ad ferrum et duo nauclerii sapientes. inter quos marinarios non computetur persona alicuius servicialis vel participis. et cum peciis novem de antenis bonis et sanis et cum mollis viginti de agumenis novis ultra agumenas madefatas et 'cum' mollis octo gropialium novorum tam in eundo quam in redeundo et cum amantis duobus novis in proda. et ancoris viginti et vellis sex cotoni quorum quatuor sint nova. et vello uno canabis. et cum alia sarcia minuta. pro arboribus et 'cum' candellis et cum omni alia sarcia et aparatu ad suficienciam pro dicta nave ^ 'et cum barcha canterii et barcha parascalmi cum earum' || aparatibus ad suficienciam || et movere de Janua cum dicta nave causa eundi ultramare secundum formam capituli Janue. Item promitto vobis predictis mercatoribus dicto nomine quod non permitam ascendere dictam navem tam in eundo quam in redeundo. ultra peregrinos centum inter quos non sit aliqua femina et quod ab arbore mediano dicte navis non permitam stare aliquem peregrinum nec aliam personam nisi solummodo vos mercatores. et quod inter cohopertas dicte navis non permitam poni aliquam mercationem tam in eundo quam in redeundo. Item promitto vobis predictis mercatoribus dicto nomine stare in electione vestrum mercatorum tam de vellis quam de omni alia sarcia si quid melioramentum in hiis fieri debuerit et ipsum melioramentum facere in electione duorum vestrum mercatorum si rationabiliter fieri debuerit tam in eundo quam in redeundo. et quod non permitam fieri in dicta nave aliquam cameram pro aliquo mercatore nec fieri concedam. a porta de medio dicte navis superius versus pupam. Sed licenter permitam partiri curritorem superiorem dicte navis pro tanta quantitate quanta quilibet mercator habuerit inferius pro compagna. et tunc quilibet 'mercator' licenter possit cameram facere super partem suam si voluerit. Item promitto vobis predictis mercatoribus dicto nomine portare personas vestras et serviciales vestros et compagnas et merces vestras in dicta nave et ballas quindecim per miliarium librarum Janue sine aliquo naulo

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inde solvendo exceptis. canebe et filato canabis. vernigatis. scutelis. stagno. ferro. ramo. pomblo et teffaniis de quibus naulum habere debeo. Item promitto vobis predictis mercatoribus dicto nomine quod non levabo in dicta nave aliquem mercatorem in Janua ad cat' syrie ad meliorem conditionem quam aliquis vestrum. et si quem mercatorem in Janua levabo ˄ 'ad meliorem conditionem quam aliquis vestrum ut supradictum est' promitto vobis predictis mercatoribus dicto nomine portare in dicta nave cantaratam vestram eadem ratione. et quod non permitam aliquo modo ballam aliquam in dicta nave poni ad turnum nec supressam. Versa vice nos predicti mercatores promittimus et convenimus tibi dicto Matheo. recipienti nomine tuo et sociorum tuorum ascendere dictam navem cum mercibus et rebus nostris causa eundi ultramare et incipiendi et perficiendi dictum viaticum et dare vobis in dicta nave cat' decem ˄ 'Acconis' per miliarium librarum Janue de ea quantitate mercium. rerum et ballarum quas honerabimus in dicta nave et dare tibi pro naulo seu nomine nauli de quolibet cat' Acconis bisancios undecim sarracenales syrie et dare tibi dictam cantaratam nostram et dictum naulum tibi solvere et cant' nostram incipere honerare secundum formam capituli Janue. Acto eciam inter me Matheum cebam nomine meo et sociorum meorum ex una parte et vos mercatores ex alia quod si quis vestrum mercatorum Infra dies quindecim postquam apud Acconem cum dicta nave aplicuerimus addere voluerit cantaratam suam. possit ˄ 'quilibet qui voluerit' licenter addere cat' duo per miliarium librarum Janue ultra suam cantaratam supradicta ratione et Si quis vestrum mercatorum de dicta nave descendere voluerit liceat ei ponere in dicta nave mercatorem unum pro quibuslibet cat' decem Acconis. Item actum est inter dictum Matheum suo nomine et nomine aliorum suorum sociorum ex una parte et predictos mercatores ex alia quod liceat vobis predictis mercatoribus Infra mensem unum postquam apud Acconem aplicuerimus cum dicta nave eligere reddeundi Januam vel cundi alio a sycilia citra et secundum quod maior pars vestrum mercatorum et participum eligerit et in concordia erit teneamur observare in qua electione locum tantum habeant ˄ 'et vocem' vos supradicti mercatores et non aliquis alius. hec omnia et singula supradicta promittimus nos Matheus ceba nomine meo et sociorum

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meorum. et mrecatores nostro nomine attendere et observare et in nullo contravenire. Alioquin si ego Matheus meo nomine et sociorum meorum si predicta per omnia non observavero promitto vobis predictis mercatoribus portare in dicta nave ex pacto inter me et vos adhibito et nomine pene ^ 'de quolibet cat'' Acconis pro bisanciis novem sarracenalibus syrie. et si nos mercatores ut supra per omnia non observabimus promittimus tibi dicto Matheo ex pacto predicto dare pro naulo seu nomine nauli et pro pena de quolibet cant' Acconis bisancios tresdecim sarracenales syrie. quam penam pars observans a parte non observante possit exigere cum effectu. Actum Janue in ecclesia sancte Marie de vineis. M°.CC°.LII°. Indictione nona. die XXVIIII[a] Madii inter terciam et nonam. Testes philipinus malocellus et petrus dentutus. Bonifacius de tiba. et obertus de burgo scriba. et duo instrumenta inde fieri rogaverunt factum est pro predicto Matheo. et pro predictis mercatoribus

XXVIII.

Not. Bartholomeo de Fornari, reg. II, fol. 261[v]. June 18, 1252.

Nos Martinus de maraboto nomine meo pro Galea mea. et nomine Johannis calvi pro Galea sua. et nomine Conradi porci pro sua Galea absencium et philipinus malocellus nomine meo pro Galea mea et nomine Conradi porci pro alia Galea sua. et Bonavia de arenzano ^ 'nomine meo' pro Galea mea. Alexandrinus de arenzano nomine meo pro Galea mea. Johannes de guasco de arenzano nomine meo pro Galea mea. Marinus de fontanella nomine meo pro Galea mea et Symon barionas nomine meo pro alia Galea mea ad complementum dictarum decem Galearum quilibet nostrum supradictis nominibus et insolidum. naulizamus vobis Marino de Palma pro te et Gasparino grillo et Conradino ricio ~~ricio~~ honerantibus in dictis Galeis torsellos Sexaginta quinque usque in octuaginta. Iddoni Lercario iuniori pro te et Belmustino et Johannino Lercariis nepotibus tuis honerantibus torsellos sexaginta quinque usque in octuaginta. pastono de nigro pro te honeranti torsellos triginta quinque vel circa. Bonovassallo nepitele pro te et pischeto mallono et ogerino nepitela nepote tuo. honerantibus torsellos quadraginta usque in quinqua-

ginta. et thome de castelleto pro te et petro speciario honerantibus torsellos triginta usque in quadraginta. ~~defe~~ predictas decem Galeas pro deferendis Januam ab aquis mortuis predictis torsellis hoc modo. 'videlicet' quia promittimus vobis predictis mercatoribus dictis nominibus habere paratas predictas decem Galeas cum hominibus centum sexdecim pro qualibet earum inter quos sint homines triginta muniti ut infra ^ 'in unaquaque Galea' scilicet balistarii decem quilibet cum balistra una et quadrellis viginti quinque et homines duodecim muniti ad ferrum et omnes predicti triginta homines. 'sint' cum fressetis supraosbergis. scutis. lanceis spatis capellis sive baciletis seu insulis armandi. et cum duodenis quatuor lancearum et cum remis et omni sarcia corredo et aparatu ~~su~~ ad suficienciam pro predictis Galeis pro viatico de aquis mortuis faciendo. Item promittimus vobis predictis mercatoribus dictis nominibus movere ad presens cum sex ex predictis decem Galeis causa eundi ad dictum locum et ibi levare omnes torsellos vestros quos ibi inveniemus et inde Januam deferre in dictis Galeis et expectare ibi torsellos vestros cum predictis Galeis. per dies octo postquam dicte Galee aplicuerint in aquis mortuis. Si vero nova habebimus ex quo Galee moverint de aquis mortuis quod torselli centum et ultra de vestris centum idem remansissent in aquis mortuis promittimus vobis predictis mercatoribus dictis nominibus ire cum aliis quatuor Galeis 'que sunt' ad complementum dictarum decem Galearum. ita bene munitis ut predictum est et levare apud aquas mortuas ^ 'in dictis Galeis' dictos torsellos et Januam deferre in dictis Galeis. Acto eciam inter nos participes et vos mercatores quod si ille due ^ 'Galee' que sunt in custodia maris pro comuni Janue et que sunt ex dictis decem Galeis ad tempus conveniens non redissent Januam promittimus vobis mercatoribus locare alias duas Galeas si invenire poterimus bona fide et dare pro loguerio cuiusque Galee pro viatico 'usque in' libras viginti quinque Janue et obedire capitaneo quem nobis dederitis de confuatico et ceteris omnibus redeundo Januam cum dictis Galeis de aquis mortuis et non levare in dictis Galeis aliquam mercationem in cohopertam. Versa vice nos predicti mercatores pro nobis et supradictis promittimus vobis predictis participibus dare vel dari facere ad honerandum in dictis Galeis apud aquas mortuas predictos torsellos 'et omnes alios quos dare habebimus' et dare et solvere vobis

pro naulo cuiusque torselli francesci solidos quadraginta Janue Ita quod torselli tres tellarum deferantur pro torsellis duobus pannorum et totum naulum vobis solvere in reddeundo quam Januam feceritis cum predictis torsellis. predicta omnia ut supra promittimus nos participes et mercatores inter nos ad invicem attendere et observare et in nullo contravenire. sub pena solidorum viginti Janue pro quolibet ex dictis torsellis de eo quod contrafactum fuerit. inter nos ad invicem stipulata et promissa et sub obligatione bonorum nostrorum. et Jurat Wilielmus guilinus de castro in anima predictorum participum Galearum presencium volencium et nolencium. supradicta attendere et observare et in nullo contravenire. Actum Janue in ecclesia sancte Marie de vineis. M°.CC°.LII°. Indictione nona. die XVIII^{a} Junii inter terciam et nonam. Testes. Gregorius de castelleto. et Bertholinus de predis et Jacobus de cerreto.

XXIX.

Not. Bartholomeo de Fornari, reg. IV, fol. 37^{r}. April 9, 1253.

nos obertinus petri Aurie et opicinus Alardus participes navis que dicitur leopardus naulizamus vobis Babilano Aurie. Wilielmo de romano. Wilielmo Alfachino. Baliano de nigro. Symoneto filio percivalis Aurie. Ansaldo Lomellino. Bonifacio piperi filio Wilielmi piperis. Bertholino medico de sancto matheo. Ugeto Aurie filio quondam Ingonis Aurie et Marcoaldo piperi mercatoribus. predictam navem pro viatico tunesis faciendo. quam navem promittimus vobis habere paratam et expeditam et munitam cum marinariis nonaginta et cum barca canterii et alia parascalmi et alia barcheta et cum omni sarcia corredo. agumenis et omni aparatu ad suficienciam pro dicta nave et barchis pro dicto viatico faciendo usque diem sabbatum proximum. Item promittimus vobis predictis mercatoribus portare in dicta nave usque tunesim personas vestras et serviciales et compagnas et asnesse et ballas vestras sine aliquo naulo inde nobis solvendo. et Infra dies viginti postquam in portu tunesis aplicuerimus cum dicta nave incipiemus dictam navem honerare et ipsam habere totam honeratam et expeditam de dicta honere Infra mensem unum et dimidiam postquam ipsam incipiemus honerare si nobis cant' vestram dederitis. Item promittimus vobis

quod non vendemus nec consenciemus alicui mercatori aliquam cant' Infra dies xv. postquam in portu tunesis aplicuerimus. cum dicta nave nisi vobis ~~seu~~ si eam retinere volueritis vel alter vestrum pro naulo Infrascripto et quod non levabimus aliquem mercatorem nec aliquam cant' in tunesim nisi vestram si eam retinere volueritis ut predictum est nec in Janua aliquem mercatorem ad meliorem conditionem quam aliquis vestrum. Versa vice nos predicti mercatores promittimus et convenimus vobis predictis participibus ascendere dictam navem cum omnibus mercibus et rebus nostris usque ad dictum terminum causa eundi ad dictum locum et dare vobis et honerare vel honerari facere in dicta nave cant' lx per miliarium bisanciorum ^ 'argenti' de omnibus mercibus et rebus et miliarensibus quos et quas portabimus nobiscum in dicta nave et dare et solvere vobis pro naulo seu nomine nauli de quolibet cant' facto ad navem de omnibus mercibus et rebus quas ~~honerabimus~~ portabimus et honerabimus in dicta nave miliarenses novem in dublerios auri et de dicto naulo vobis solucionem facere in tunesim. Infra dies xv postquam dictam navem inceperimus honerare. Item promittimus vobis predictis participibus Infra dies xx postquam in portu tunesis aplicuerimus cum dicta nave vobis dare 'de' cant' nostra et facere incipi dictam navem honerare et Infra mensem unum et dimidiam postquam dicta navis inceperit honerare vobis dare totam nostram cant' et habere dictam navem expeditam de cant' nostra causa Januam redeundi et quod non honerabimus nec honerari permittemus in alia ~~nostra~~ nave aliquid de cant' nostra vel mercibus nostris nisi solummodo in predicta nave vestra si levare poteritis nobis totam nostram cant' in dicta nave. Salvo tamen quod electionem habeamus retinendi ~~dictam~~ cant' si voluerimus et nobis placibit ~~et nobis levare poteritis~~ supradicta ratione ut predictum est. Acto eciam inter nos participes et mercatores quod si quis nostrum mercatorum suam cant' vendere voluerit non possit eam vendere nec consentire alicui mercatori si participes eam retinere voluerint pro eo precio quod ab alia persona habere poterit. hec omnia promittimus nos participes et mercatores inter nos ad invicem attendere et observare et in nullo contravenire. sub pena librarum quingentarum Janue inter nos ad invicem stipulata et promissa et sub obligatione bonorum nostrorum Actum Janue in ecclesia sancte Marie

de vineis. M°.CC°.LIII°. Indictione decima. die VIIII^a. Aprilis inter terciam et nonam. Testes. Scagia Auri et ochia et pascalinus Antiochia fratres et Ubertius de Vegia de placentia

XXX.

Not. Bartholomeo de Fornari, reg. IV, fol. 148^r–148^v. July 7, 1253.[1]

Nos Lanfrancus mallonus filius quondam Bonosegnoris mallonus nomine meo et nomine philipini malloni consanguinei mei et Wilielminus manens nomine meo et nomine Jacobi manentis fratris mei cuius sum procurator ut dico. participes navis que dicitur Regina tam nostro nomine quam nomine predictorum et aliorum participum dicte navis. naulizamus vobis Enrico nepitelle recipienti pro te et Johanne grillo. Oberto de grimaldo recipienti nomine Bonifacii de grimaldo nepotis tui. Nicoloso tartaro recipienti nomine Wilielmini tartaro fratris tui. Symoni streiaporco. recipienti nomine tuo et nomine Amigeti streiaporci nepotis tui. Manuele castro. Lanfranco de carmade quondam Symonis recipienti nomine tuo et nomine oberti balbi et philipi de stacione. Alinerio panzano. petro gabernie recipienti pro te et obertino et Jacobi basso. Johanni fondegario et Johanni de guisulfo. recipienti pro te et octobono picamilio et Andriolo pignolo. Symoni draperio. Wilielmino de camilla recipienti pro te et Amgelino fratre tuo. Wilielmino streiaporco filio porcheti. pischeto mallono et Wilielmo cerriolo recipienti pro te et Benedicto de levanto genero tuo. mercatoribus predictam navem que dicitur Regina pro viatico ultramaris faciendo. quem navem cum marinariis et sarciis Infrascriptis promittimus vobis predictis mercatoribus habere paratam et expeditam 'videlicet' cum marinariis nonaginta. computatis marinariis de barcha. et ~~naucl~~ 'dare vobis' nauclerium unum ad voluntatem vestrorum mercatorum inter quos ^ 'marinarios' sint balistarii viginti quinque cum balistris qui sint marinarii quorum unus sit magister pro balistris ordinandis. quorum ^ 'omnium' marinariorum pro duabus partibus

[1] Portions of the first of these two acts were published with many omissions by L. T. Belgrano. *Documenti Inediti Riguardanti le Due Crociate di S. Ludovico Re di Francia* (Genoa, 1859), p. 73, n. 1.

sint muniti ad ferrum et alia tercia marinariorum cum aliis armis convenientibus inter quos marinarios non computetur persona alicuius nostrum Lanfranci et Wilielmini manentis nec alicuius servicialis. Item cum arboribus duabus ^ ~~'et sarciis Infrascriptis'~~ bene sanis et munitis de candelis. anchinis. supraanchinis et paranchinis et cum omnia alia sarcia ad suficienciam pro ipsis arboribus ^ 'ad voluntatem nauclerii quem eligeritis et duorum vestrum mercatorum ad hoc per vos electorum 'Item cum vellis sex cotoni in quibus sint duo vella nova et aliud vellum canabis. Item cum peciis novem de antenis sanis. inter quas sint et esse debent pecie due nove. unam in proda et alia pro respecto. Item cum ancoris viginti duabus tam in eundo quam in redeundo. Item cum agumenis viginti duabus novis 'in molla' in eundo de Janua ultramare et in redeundo de ultramari Januam cum agumenis viginti in molla ^ 'novis ultra alias agumenas madefatas'. Item cum Gropialibus novis in molla sex. Item cum camara navis 'bene' munita de sarcia et omnibus neccessariis ad voluntatem nauclerii quem eligeritis et duorum vestrum mercatorum ad hoc per vos electorum. Item cum peciis viginti bambaxilis pro respecto. Item promittimus et convenimus vobis mercatoribus predictis compellere iuramento et teneri. 'facere' nauclerium quem vos mercatores eligeritis quod inquirat diligenter sarciam dicte navis et omnia que superius scripta sunt ante per dies xv. quam navis movere debeat de partibus ultramaris causa Januam reddeundi si invenerit aliquid minus de sarciis supradictis quam superius scriptum est quod teneatur iuramento vobis mercatoribus denunciare ^ 'et manifestare' ea que deficient in dicta nave de eo quod supra-scriptum est de sarciis supradictis. Item promittimus vobis mercatoribus predictis non levare in Janua in dicta nave aliquem mercatorem nec aliquam mercationem ad meliorem conditionem quam aliquis vestrum et si quem vel si quam levabimus ad meliorem conditionem promittimus vobis mercationes vestras et vos ad eandem conditionem et modum levare et portare. Item quod non levabimus in dicta nave tam in eundo quam in reddeundo ultra peregrinos quinquaginta inter quos non sit aliqua femina ita quod ab arbore mediano ipsius navis versus pupam non permittemus aliquem stare nisi solummodo mercatores et quod non levabimus nec alzibimus cohopertas dicte navis. sed ipsas promittimus eo statu quo nunc

sunt. Item promittimus vobis portare vos in dicta nave et serviciales vestros et compagnas et asnesse et omnes res et merces vestras de Janua ultramare pro naulo Infrascripto. exceptis canabe. filato. vernigatis. scutelis. stagno. ramo. pomblo et teffaniis de quibus naulum habere debemus ultra quam de mercibus ut Inferius continetur. Item quod non portabimus in dicta nave tam in eundo quam in reddeundo aliquam mercationem inter duas cohopertas predicte navis. et expedire predictam navem cum sarciis et omnibus supradictis causa eundi de Janua ultramare et redeundi de ultramari Januam secundum formam capituli Janue Item promittimus vobis predictis mercatoribus nos ita facere et curare quod omnes 'alii' mercatores qui ascendent dictam navem causa eundi ultramare se obligabunt Bonovassallo carraphie de solvendo eidem Bonovassallo naulum quod nobis dare debuerint pro eorum cantarata et naulo. occasione debiti bisanciorum duorum milium septingentorum quinquaginta sarracenalium quos sibi debemus et pro quibus vos predicti mercatores obligati estis ipsi Bonovassallo. secundum quod continetur in carta hodie facta per manum Bartholomei fornarii notarii. et ita facere et curare quod predicti socii et participes nostri dicte navis predicta omnia et singula supra per nos 'vobis' promissa attendent complebunt et observabunt et firma et rata habebunt et tenebunt et in aliquo non contravenient. alioquin penam librarum Mille Janue vobis stipulantibus promittimus et inde omnia bona nostra habita et habenda tibi pignori obligamus et quisque nostrum de predictis omnibus insolidum teneatur. renunciantes beneficio nove constitutionis de duobus reis. epistole divi Adriani et iuri de principali et Juramus predicta omnia ut supra attendere et observare. et in aliquo non contravenire. —— Versa vice nos predicti mercatores 'tam nostro nomine quam nomine supradictorum' promittimus et convenimus vobis predictis participibus ascendere dictam navem ~~seu~~ 'et' illi pro quibus promisimus cum duabus partibus de mercibus ballis et rebus nostris et acomendationum nostrarum quas extrahemus de Janua ˄ 'vel mitemus' causa incipiendi dictum viaticum in Janua usque ad medium mensem Augusti proximum secundum formam capituli et nullum alium viaticum mutare aliquo modo nec differre quin a medio mense Augusti proximo in antea diferatur et dare et solvere vobis naulum in hunc modum videlicet de

medietate tocius eius quod honerabimus et portabimus. seu mittemus in dicta nave ~~seu~~ 'et' illi pro quibus promittimus. et obligationem 'a vobis' reccepimus bisancios undecim sarracenales syrie pro quolibet cat' Acconis facto ad navem de eo videlicet quod ascendet ipsa medietas ad rationem miliarii librarum Janue ^ 'et dare cat' octo Acconis' || in dicta nave pro quolibet miliar[io] librarum Janue facta [ad] navem ||. de alia vero medietate dare et solvere solidos undecim Janue pro quolibet cat' Janue prout descendit de staheria. et dictos solidos undecim de cat' Janue vobis solvere in Janua Infra dies VIII. intrante mense Augusti proximo. aut dare et solvere vobis nomine nauli quis nostrum in Janua non solverit dictum naulum Infra dictum terminum prout suprascriptum est. Infra mensem unum postquam in Aconem aplicuerimus cum dicta nave bisancios duos et karatos decem et octo sarracenales syrie mundos et expeditos ab omnibus dacitis et avariis pro qualibet libra Janue de eo quod solvere debebimus pro naulo ad rationem solidorum undecim Janue pro quolibet cant' Janue. de alia vero medietate nauli ad rationem bisanciorum XI. sarracenalium syrie pro cat' Acconis facto ad navem promittimus vobis solvere facere ~~videlicet medietatem ad Kal~~ Infra mensems ~~unum~~ duos postquam in Acconem aplicuerimus cum dicta nave. possit tamen quilibet nostrum mercatorum ponere in dicta nave in Aconem pro quibuslibet cant' octo Acconis factas ad navem mercatorem unum. Item promittimus et convenimus vobis predictis ~~mercatoribus~~ 'participibus' quod nos obligaverimus et quilibet nostrum ^ 'se obligabit' pro parte sua de eo videlicet quod vobis solvere et dare debebimus de naulo ^ 'quod solvere debebimus' in Acconem videlicet de bisanciis duobus et karatis decem et octo sarracenalibus si ipsum naulum in Janua ut predictum est non solvemus versus quamcumque seu quascumque personas et quod dabimus vobis in dicta nave duas partes tocius eius quod de Janua extrahemus 'vel mittemus'. possimus tamen nos predicti mercatores et nobis liceat si voluerimus eligere in Janua usque ad dies VIII mensis Augusti proximi. et quilibet nostrum possit per se eligere utrum dare vellimus solidos undecim Janue pro quolibet cat' Janue secundum quod descendit de staheria aut bisancios undecim sarracenales pro quolibet ~~bisancio~~ cat' Acconis facto ad navem de ea 'videlicet' medietate 'can-

tarate' de qua naulum solvere debemus in ~~Acconem~~ 'Januam.' et secundum quod Infra dictum terminum eligeremus vel alter nostrum per se eligerit vos participes debeatis et teneamini observare. et de dicto naulo quod vobis dare debebimus de mercibus et ballis nostris vobis solucionem facere possimus in banchis Janue sine aliquo termino faciendam in nostra voluntate. Salvo tamen et acto inter nos mercatores et vos participes. quod si illi pro quibus ^ 'nos mercatores' sumus obligati qui absentes sunt extra Januam Infra dies octo postquam Januam redierint de predictis ~~non~~ Nollent teneri nec 'esse' obligati quod pro eis ^ 'in aliquo' non teneamur nisi tantum pro nobis ~~et si~~ Si vero illi pro quibus sumus obligati qui sunt in Janua similiter Infra dies VIII ~~'mensis'~~ proximos noluerint de predictis teneri non teneamur pro eis ^ 'in aliquo' nec obligati pro eis existemus nisi solummodo pro nobis ^ 'qui promisimus pro nobis.' excepto Andriolo pignolo. qui ad electionem octoboni picamilii stare debeat. et Salvo quod ego Wilielmus cerriolus pro me et Bonadicto guarnomeo si de cantarata teneri noluerimus et naulum ultramare solvere ^ 'vel in Janua' scilicet solidos undecim pro cat' Janue aut bisancios duos et karatos decem et octo sarracenales 'ultramare' pro ut suprascriptum est. quod non tenear nec dictus bonusdictus teneatur de predicta cant' sed inde simus et esse debeamus penitus absoluti. predicta omnia et singula supradicta promittimus vobis attendere et observare sub pena librarum Mille Janue stipulata et promissa et sub obligatione bonorum nostrorum et ita facere et curare quod predicti pro quibus nos 'mercatores' obligavimus. observabunt predicta et firma habebunt et tenebunt ut supra Salvo quod superius dictum est de electione. sub dicta pena et obligatione bonorum nostrorum. 'Renunciantes iuri de principali et omni iuri.' Actum Januam in ecclesia sancte Marie de vineis. M°.CC°.LIII°. Indictione X^a^. die VII^a^ Julii inter terciam et nonam. Testes Conradus de sancto donato scriba. et Nicolosus richerius et Johanninus migrardus et Gilietus lavagius et duo instrumenta inde fieri rogaverunt factum est pro predictis participibus et pro predictis mercatoribus

nos Lanfrancus mallonus quondam Bonisegnoris mallonus et Wilielminus manens quisque nostrum insolidum confitemur nos accepisse et habuisse a te Bonovassallo carraphia de nauli libras

Mille Janue. que expendi et inplicari debent in sarciis corredis et aparamentis et neccessariis navis nostre et sociorum que dicitur regina. et in expeditione et marinariis ipsius pro viatico ultramaris in quo cum dicta nave ituri sumus seu dicta navis itura est in isto presenti mense Augusti proximo futuro. cum mercationibus. renunciantes exceptioni non numerate peccunie. et omni iuri. pro quibus nomine venditionis tibi vel tuo certo misso quisque nostrum insolidum dare et solvere promittimus bisancios duo milia septingentos quinquaginta sarracenales syrie mundos et expeditos ab omnibus dacitis et avariis Infra menses duos postquam dicta navis nostra que dicitur regina in portu Acconis aplicuerit vel ubicumque portum fecerit causa exhonerandi ex quo de portu Janue moverit. sana tamen eunte dicta nave vel maiore parte rerum ipsius Alioquin penam dupli tibi stipulanti promittimus et cum omnibus expensis quas feceris pro predictis te credito de expensis tuo simplice verbo sine testibus et iuramento et pro inde omnia bona nostra habita et habenda tibi pignori obligamus. renunciantes beneficio nove constitutionis de duobus reis epistole divi Adriani et iuri de principali. Insuper nos Enricus nepitella nomine meo et obertus de grimaldo nomine Bonifacii de grimaldo nepotis mei et nicolosus tartaro nomine Wilielmini tartaro fratris mei. Symon streiaporcus. Manuele castro. Lanfrancus de carmade quondam Symonis. Alinerius panzanus. petrus gabernia. Johannes fondegarius. Johannes de guisulfo. Symon draperius. Wilielminus de camilla. Wilielminus streiaporcus filius porcheti. pischetus mallonus et Wilielmus cerriolus quilibet nostrum suo proprio nomine quilibet nostrum pro parte sua de eo quod solvere debebimus et debemus pro naulo de cant' nostra de mercibus et rebus quas portabimus in dicta nave seu mittemus de Janua ultramare et deferemus de ultramare Januam seu || defferi faciemus || de voluntate. mandato et beneplacito predictorum Lanfranci malloni et Wilielmini manentis 'presencium et volencium' usque in quantitatem dictorum bisanciorum duorum milium septimgentorum quinquaginta sarracenalium ^ 'de predicto mille' constituimus nos tibi dicto Bonovassallo primos et principales debitores et pagatores et promittimus tibi ^ 'principaliter' nos ita facere et curare quod predicti Lanfrancus mallonus et Wilielminus manens observabunt omnia supradicta. Aut ea

omnia usque in dictam quantitatem bisanciorum IIᵍ dccl. sarracenalium per nos et de nostra tibi observabimus. et de predictis 'omnibus' promittimus tibi dare pignus in Janua in dicta nave in tua voluntate || et de predictis omnibus 'nos' quilibet nostrum ut supradictum est principaliter obligamus || sub pena dupli ^ 'de quantitate contrafactum fuerit' stipulata et promissa et sub obligatione bonorum nostrorum renunciantes iuri de principali primo conveniendo et omni iuri Actum Janue in ecclesia sancte marie de vineis. Mº.CCº.LIIJº. Indictione Xª. die VIIª Julii inter terciam et nonam. Testes. Conradus de sancto donato scriba. et Nicolosus richerius et Johanninus migrardus et Gilietus lavagius

XXXI.

Not. Bartholomeo de Fornari, reg. IV, fol. 149ᵛ. July 8, 1253.

Ego Wilielmus danielus de nauli meo nomine et sociorum meorum. naulizo vobis Oliverio calvo. Johanni filio Bertholomei begini. Jacobo begino et Nicoloso Alpani mercatoribus navem meam novam et sociorum que fuit facta in sancto petro de arena. et que dicitur sanctus petrus pro viatico buzee faciendo. quam navem nomine meo et sociorum meorum promitto vobis mercatoribus habere paratam et expeditam cum marinariis et sarciis Infrascriptis. Videlicet cum arboribus duabus bene sanis. munitis de anchinis. paranchinis. supraanchinis et de omni alia sarcia ad suficienciam et cum duobus timonibus bene sanis. et cum marinariis quinquaginta inter quos sint balistarii octo qui sint marinarii cum balistris et aliis armis et marinarii XXXV. muniti ad ferrum inter quos marinarios computetur persona mea et alii duo nauclerii computentur et cum peciis octo de antenis novis bene sanis et ancoris XVIII bene sanis et agumenis XXV. quarum XX. sint nove in mola. et cum gropialibus xii et molis quatuor gropialium novorum et cum vellis novis quinque de cotono. et cum omnibus aliis sarciis corredis et aparamentis ad suficienciam pro dicta nave et cum barcha parascalmi furnita de duobus armamentis de spatis et remis et cum alia barcheta cum remis et earum sarciis ad suficienciam et ipsam cum omnibus supradictis promitto vobis habere paratam et expeditam usque

ad Kal. septembris proximas causa movendi de portu Janue et incipiendi dictum viaticum. et portare vos et mercationes et ballas et res vestras et ~~merz~~ mezarolas octo vini pro quolibet mercatore et servitore sine aliquo naulo inde michi a vobis solvendo. Acta eciam inter me et vos quod si quis mercator a mezarolis octo vini supra in dicta nave portare voluerit teneatur et debeat michi dare de qualibet mezarola quam portavero a dictis mezarolis octo vini supra. solidos duos Janue. Item promitto vobis mercatoribus quod non permittam poni aliquam mercationem a tribus palmis transsata sentina versus prodam usque ad portam pupe. sed permittam ipsam vacuam pro compagnis mercatorum ibi ponendis. et quod faciam bene calcare et ordinari curritorem cohopertas et castellum dicte navis ad voluntatem ~~vestrum~~ mercatorum. tamen licenter subtus pupam inter duas cohopertas possim stivari facere. §Versa vice nos predicti mercatores promittimus et convenimus tibi dicto Wilielmo ascendere dictam navem cum omnibus mercibus rebus et ballis nostris usque ad dictum terminum et dare et honerare in dicta nave cat' triamilia facta ad navem. Videlicet ego Oliverius cat'. Mille quingenta. et ego Johannes beginus cat' quingenta. et ego Jacobus beginus cat' quingenta. et ego Nicolosus Alpanis cat' quingenta et dare et solvere tibi pro naulo seu nomine nauli Miliarenses octo. et de dicto naulo tibi solucionem facere in dublerios auri secundum quod expenduntur in buzeam. et dare tibi cant' nostram in hunc modum videlicet ad Kal. februarii terciam partem. et per totum februarii aliam terciam. et ad medium mensem Marcii aliam terciam et de dicto naulo tibi solucionem facere per supradictos terminos per quos tibi dare debemus nostram cant'. et expedire nos de buzea causa reddeundi Januam usque ad dies VIII exeunte dicto mense Marcio. hec omnia et singula promittimus nos participes et mercatores inter nos ad invicem attendere et observare. sub pena bisanciorum Mille. miliarensium inter nos ad invicem stipulata et promissa et sub obligatione bonorum nostrorum. Actum Janue in ecclesia sancte Marie de vineis. M°.CC°.LIII°. Indictione X^{a}. die VIII^{a} Julii inter terciam et nonam. Testes. paganus filius quondam opizonis de bosco. et Bertholinus branigia peliparius de sancta maria magdalena

XXXII.

Not. Bartholomeo de Fornari, reg. IV, fol. 149r. July 8, 1253.

Ego Wilielmus danielus de nauli confiteor vobis oliverio calvo. et Johannino beginum actum esse inter me et vos in contractu naulizationis navis mee que dicitur. sanctus petrus quam vobis hodie naulizaum in viatico buzee ut infrascripta vobis debeo observare. licet hec in ipso contractu non sint aposita. et quia michi promiseris dare cat' Mille quingenta in dicta cum inter me et te pactum sit dare solummodo cat' quingenta. et tu dictus Johannes michi dare promiseris cat' quingenta. et actum sit inter me et te tot dare cat' quot volueris ex predictis et cum inter me et vos eciam actum sit quod michi solummodo debetis de naulo pro quolibet cat' orum septem et michi dare promisistis ~~de orum~~ miliarenses octo de quolibet cat'. promitto et convenio vobis ex pacto predicto quod te dictum oliverium non compellam nec petam a te per me vel aliquam personam pro me dare et honerare in dicta nave. ultra cat' quingenta ex illis cat'. Mille quingentis que michi dare et honerare in dicta nave promisisti nec a te Johanne ultra illa cat' que dare et honerare volueris ex illis cat' quingentis que michi dare promisisti nec petam vel exigam a vobis vel altero vestrum per me vel aliquam personam ultra Miliarenses septem de cant' honerato in dicta nave de mercibus et rebus vestris occasione nauli. sed stabo contentus omnibus supradictis non obstante vobis promisione quam michi fecistis in contractu dicte navis et hec promito vobis attendere et observare. sub pena dupli de quanto contrafactum fuerit stipulata et promissa et sub obligatione bonorum meorum. Actum Janue in ecclesia sancte Marie de vineis. M°.CC°.LIIJ°. Indictione Xa. die VIIIa Julii inter terciam et nonam. Testes. Nicolosus Alpanis. Jacobus beginus et Bertholinus beginus.

XXXIII.

Not. Bartholomeo de Fornari, reg. IV, fol. 158r–158v. July 14, 1253.

Nos Conradus Guaracus. poncius Ricius et petrus Aurie participes navis que dicitur paradisus. naulizamus vobis Wilielmo Lercario.

Symoni Lomellino recipienti nomine Ugeti Lomellini filii tui. Lanfrancho de palma recipienti nomine tuo et nomine Jacobi bucanigre. et Bonifacio de nigro. Bonifacio de Vivaldo. picamilino picamilii recipienti nomine Nicolosi de guisulfo. et Lanfranci de guisulfo et Enrici cibo et Wilielmi de savignono. et Johannino spinulle. Jacobo rubeo de ast. petroio rubeo filio dicti Jacobi et Wilielmo de campis recipienti nomine tuo et deutesalve bonaventure et Jacobino de carlo. Ogerio ricio Lanfranchino ricio. Nicoloso de nigro. Bertholino de nigro et Bernardo de begato recipienti pro te et Johanne pelerato mercatoribus predictam navem pro viatico ultramaris faciendo. quam navem promittimus vobis mercatoribus habere paratam et expeditam cum marinariis et sarciis infrascriptis. Videlicet cum marinariis septuaginta et cum uno nauclerio quem vobis dare et habere promittimus ad voluntatem vestram et cum penexiis ad suficienciam pro ipsa nave. inter quos marinarios non debet computari persona alicuius participum nec servicialium. de quibus marinariis promittimus habere balistarios viginti cum balistris et aliis armis suficientibus 'convenientibus' qui sint marinarii. et quinginta marinarios munitos ad ferrum et cum aliis armis convenientibus. Item cum duobus arboribus bene sanis et munitis de candellis. anchinis supraanchinis et paranchinis et duobus tymonibus bene sanis et peciis novem de antenis bene sanis. et cum vellis bonis sex cotoni et agumenis viginti ~~nov~~ in mola novis non madefatis ultra alias agumenas madefatas dicte navis et cum molis sex gropialium novorum ultra alios gropiales madefatos dicte navis. et ancoris viginti et cum camera navis bene munita de sarciis. et cum omnibus aliis sarciis corredis et aparamentis ad suficienciam pro dicta nave. Item cum barcha canterii et barcha parascalmi et alia barcheta cum remis et omnibus sarciis et aparamentis ad suficienciam pro ipsis barchis. et predictam navem cum barchis et omnibus supradictis promittimus vobis habere paratam et expeditam causa movendi de portu Janue et incipiendi dictum viaticum usque ad medium mense Augusti proximi. secundum formam capituli et quod non portabimus inter duas cohopertas dicte navis. canabem. filatum. scutelas. teffanias. vernigatos. nec ballas neque aliquam mercationem neque aliquam barchetam nisi solummodo illas tres navis de quibus supradicta est mentio. nec ultra peregrinos quin-

queginta in dicta nave tam in eundo quam in redeundo. inter quos non sit aliqua femina qui stare debeant ab arbore medii dicte navis versus prodam. et quod non permittemus aliquam ballam poni in dicta nave ad turnum vel supressam. et quod non portabimus in dicta nave de Janua ultramare ultra equos tres sed non aliquem inter duas cohopertas aliquo modo. sed supra cohopertas stare debeant. Item promittimus vobis portare in dicta nave cant' Janue factum ad navem ad cant' consuetam pro solidis decem Janue nobis solvendis nomine nauli de quolibet cat' facto ad navem. Si vero Infra dies octo postquam in Acconem aplicuerimus cum dicta nave voces duarum partium de cantarata dicte navis seu qui duas partes cantarate habuerint in dicta nave eligerint Januam reddeundi cum dicta nave. promittimus vobis mercatoribus deferre Januam in dicta nave cant' Acconis factum ad navem de mercibus et rebus vestris pro bisanciis decem sarracenalibus Syrie nobis solvendis nomine nauli de quolibet cat' Acconis facto ad navem Salvo tamen et acto quod illi vestrum mercatorum qui noluerint teneri nec esse obligati de dicta cantarata nobis danda. ~~de ipsa cant' danda 'nobis'~~ non teneantur nec compelli possint aliquo modo. ad ipsam cant' nobis tradendam. nisi tantum solummodo de solidis decem Janue nobis solvendis de quolibet cant' Janue facto ad navem ut predictum est. et dare nobis debetis de ballis ~~et mercibus~~ vestris quas portabitis vel mitetis in dicta nave ultramare cat' octo Acconis facta ad navem per miliarium librarum Janue. Si vero naulum in Januam nobis solveritis ut predictum est de ballis honeratis in dicta nave et postquam in partibus ultramaris fuerimus cum dicta nave eligeretis 'vos mercatores' cum dicta nave Januam reddeundi et accipiendi cantaratam. promittimus vobis predictis mercatoribus compensare vobis naulum 'nobis' in Janua ^ 'solutum' in naulo quod nobis solvere debebitis de cantarata ultramaris ad rationem bisanciorum duorum et karatorum quatuordecim sarracenalium per libram mundorum et expeditorum ab omnibus avariis. Si vero non eligeretis reddeundi Januam et aliquis vestrum mercatorum nobis dare debebit aliquid pro naulo 'non soluto in Janua quod' de toto eo quod nobis restabit ad habendum de naulo non soluto in Janua debetis nobis. bisancios duos et karatos quatuordecim sarracenales per ^ 'quamlibet' libram mundos et expeditos 'ab omnibus avariis' de eo videlicet quod

nobis restabit ad habendum de dicto naulo. Infra mensem unum postquam in Acconem aplicuerimus cum dicta nave. Item promittimus vobis predictis mercatoribus portare in dicta nave vos et omnes ballas et res vestras et compagnas de Janua ultramare pro naulo supradicto exceptis ramo. pomblo. stagno. ~~fila~~ filato. canabe. ferro. vernigatis et scutelis de quibus naulum habere debemus. et quod non levabimus in Janua aliquem mercatorem ad meliorem condicionem quam aliquis vestrum et si quem ad meliorem condicionem levabimus promittimus vobis ad eandem condicionem vos levare et portare. Si autem eligeritis Januam reddeundi promittimus vobis predictis mercatoribus dictam navem expedire causa Januam reddeundi cum vellis. sarciis et aparamentis omnibus 'predictis' ad suficienciam et facere vellum unum novum cotoni ad terminum secundum formam capituli Janue et quod in dicta nave non portabimus nec portari permittemus aliquem asturem neque falconum. Acto quod si placuerit octobono picamilio Infra secundam diem postquam Januam reddierit venire nobiscum in dicta nave ipsum portare promittimus ad eandem condicionem.

Versa vice nos predicti mercatores tam nostro nomine quam nomine supradictorum promittimus et convenimus vobis predictis participibus ascendere dictam navem cum duabus partibus rationis nostre et omnium mercium. rerum et ballarum quas portabimus vel mittemus aut extrahemus de Janua seu alter nostrum. et dare et solvere vobis de quolibet cat' Janue facto ad navem solidos decem Janue in hunc modum. Videlicet medietatem dicti nauli in Janua et aliam medietatem ultramare ad rationem. bisanciorum duorum et karatorum quatuordecim sarrecenalium mundorum et expeditorum per quamlibet 'libram' prout supra dictum est. Salvo tamen et acto quod si quis nostrum ^ 'mercatorum' in Janua vobis solvere voluerit totum dictum naulum de ballis et mercibus ut predictum est teneamini vos participes ~~et mercatores~~ totum ipsum naulum in Janua recipere. Item actum est inter nos mercatores et vos participes quod si nos mercatores seu voces nostrum mercatorum qui duas partes habuerimus de cantarata. eligerimus seu eligerint de partibus ultramaris Januam reddire tenamini et debetis vos participes deferre in dicta nave de ultramari Januam illos videlicet qui eligerint Januam reddire et quod vobis ^ 'participibus' teneantur solummodo

de cantarata cat' Acconis factum ad navem pro bisanciis decem sarracenalibus syrie ut supra dictum. in quo naulo computetur totum id quod habitum et receptum fuerit in Janua de cat' Janue ad rationem solidorum decem Janue qui computentur ad rationem bisanciorum duorum et karatorum quatuordecim per quamlibet libram solutam in Janua de dicto naulo. et nos mercatores ‸ 'qui eligerimus ut supra Januam redeundi' promittimus vobis predictis participibus dare cant' nostram in dicta nave et naulum solvere ut predictum est. secundum formam capituli et expedire nos causa Januam reddeundi. acto eciam inter nos mercatores et vos participes ~~si 'voces' duas partes cantarate~~ quod si voces duarum partium cantarate nostrum mercatorum in concordia non erunt Januam reddeundi non possimus nos mercatores compelli nec teneamur nec aliquis nostrum in dicta nave cantaratam dare nec in eam Januam reddire. Salvo tamen et acto si eligerimus ut supra. Januam reddeundi. scilicet illi qui duas partes cant' habuerint eligerint Januam reddeundi. prout supradictum [est] teneantur illi qui eligerint incipere ad honerandum in dicta nave cant' suam causa Januam reddeundi et ipsam totam habere honeratam et secundum formam capituli Janue. ~~usque ad dies quatuor mensis Aug~~ Item promittimus vobis predictis participibus incipere ad honerandum in dicta nave in Januam causa eundi ultramare usque ad dies [quat]uor mensis Augusti proximi. et ipsas omnes ballas habere honeratas in dicta nave usque ad dies XII^{a} mensis Augusti predicti. Insuper promittimus vobis predictis participibus nos ita facere et curare quod predicti pro quibus promisimus observabunt omnia supradicta. aut ea omnia per nos observare promittimus hec omnia et singula promittimus nos participes et mercatores inter nos ad invicem attendere et observare et in nullo contravenire et sub pena librarum Mille Janue inter nos ad invicem stipulata et promissa et sub obligatione bonorum nostrorum. renunciantes iuri de principali et omni iuri. Actum Janue in ecclesia sancte Marie de vineis. M°.CC°.LIIJ°. Indictione X^{a} die XIIIJ^{a}. Julii post nonam. Testes Marinus de palma. et Alexander de carlo. et Wilielmus de dolo. Octolinus de nigro et thomus Lomellinus

XXXIV.

Not. Bartholomeo de Fornari, reg. IV, fol. 160v–161r. July 16, 1253.

~~Ego~~ Nos Matheus ceba 'et Andriolus maoea' nomine nostro et sociorum nostrorum navis que dicitur Sanctus Gabrielus naulizo vobis ~~Jacobo bestagno~~ Grimaldino picamilio. Wilielmino de camilla. philipo de stacione. Nicoloso grillo. Larencio de Guilielmo. Bertholino dentute. Amigeto reche. mercatoribus predictam navem pro viatico ultramaris faciendo. quam navem promitto vobis predictis mercatoribus habere paratam et expeditam cum sarciis et marinariis Infrascriptis videlicet cum marinariis .LXX. inter quos sint balistarii XX. cum balistris. et aliis armis suficiencibus et qui sint marinarii et inter quos marinarios sint quinquaginta muniti ad ferrum et cum aliis armis convenientibus et nauclerium unum dare vobis in voluntatem vestrum mercatorum. Item cum arboribus II. bene sanis munitis de candellis. anchinis supraanchinis et paranchinis. et cum peciis novem de antenis bonis et sanis et cum tymonibus duobus bene sanis et cum vellis sex cotoni inter que sunt duo nova unum in prodam ^ 'pro artimono' et aliud in medium. Item cum agumenis XX in mola novis et non madefatis ultra alias agumenas madefatas predicte navis. et cum molis sex gropialium novarum ultra alias gropiales dicte navis madefatas et cum ancoris XX. et cum camera dicte navis bene munita de omni sarcia et cum omni alia sarcia corredo et aparamentis ad suficienciam pro dicta nave et cum barcha canterii et barcha parascalmi et cum alia barcheta et cum remis et omnibus sarciis corredo et aparamentis pro ipsis barchis ad suficienciam. et ipsam habere paratam et expeditam cum marinariis. sarciis et omnibus supradictis causa movendi de portu Janue et incipiendi dictum viaticum usque ad medium mensem Augusti proximi secundum formam capituli.

Versa vice nos predicti mercatores promittimus tibi dicto Matheo ascendere dictam navem cum duabus partibus rationis nostre quam nos mercatores extrahemus vel portabimus de Janua preter quam ego Wilielminus qui non tenear nisi solummodo terciam ponere in dicta nave. et dare et solvere tibi pro naulo seu nomine nauli de quolibet cat' Janue secundum quod descendit de stareria solidos VIII. Janue in Janua de ballis et mercibus quas portabimus in

dicta nave preter quam de tellis de quibus solvemus ~~secundum consuetum solvi de tellis~~ de tribus cant' pro duobus et totum dictum naulum solvere in Janua et de toto naulo quod restabit ad solvendum ~~in Janua~~ et quod non solvemus in Janua promittimus tibi dare ultramare Infra dies xv postquam in portu Acconis aplicuerimus cum dicta nave bisancios duos et karatos sexdecim sarracenales pro qualibet libra de eo quod tibi restabit ad solvendum de dicto naulo. Item actum est inter nos mercatores et vos participes quod duo nostrum mercatorum et nauclerius quem eligemus teneantur diligenter inquirere sarciam et omnia supradicta et manifestare nobis mercatoribus in Janua ea que deficient in dicta nave de eo quod suprascriptum est. de sarciis et marinariis et omnibus supradictis. ita quod de cant' ultramaris in aliquo non teneamur nisi de cant' Janue. ~~predicta omnia et singula~~ et ea que defecerint de sarciis et supradictis teneantur supradicti participes suplere in voluntate duorum vestrum mercatorum et nauclerii ad hoc specialiter electorum. aut non teneamur nos mercatores si vos participes non observabitis vobis dare nisi tantum solidos quatuor Janue de cant'. ~~hec omnia promittimus nos participes et mercatores ut supra attendere et observare et sub pena librarum M. Janue inter nos ad invicem stipulata et promissa et sub obligatione~~ 'Si vero nos mercatores vobis participibus non observaremus promittimus vobis dare de quolibet cat' in Janua ut supradictum est ~~libras centum'~~ solidos xvi. Janue. aut duplum de eo quod non solverimus in Janua de naulo. si Infra dictos xv. in Acconem non solverimus

Actum Janue in ecclesia. sancte Marie de vineis die xvi^{a} Julii inter terciam et nonam

Testes. Obertus de grimaldo. Jacobus de Vivaldo et Symon de caritate et Jacobus bestagnus et Januinus rubeus.

XXXV.

Not. Bartholomeo de Fornari, reg. IV, fol. 164^{r}. July 20, 1253.[1]

Ego Johannes dentutus particeps navis que dicitur Stella naulizo vobis Trencherio de baldizono. Oberto canzellerio. Jacobus sar-

[1] In the right hand margin of this act stands an illegible note in the hand of the notary. Certain of the minute characters might be read as a date in September 1253. It may be that the contract was cancelled by this note and never fulfilled, but this is only one of several possible conjectures.

dene Lanfrancus de troia. Nicoloso Judici. Wilielmino caligepalii. Obertino porco. Johannino scoto. Nicoloso de turri. Jacobo rubeo de fontana. Johannino caffarrayno. paganus de rapallo. et paschali capsiario recipienti pro Vivaldo de culferria mercatoribus predictam navem pro viatico septem vel malice faciendo. quam navem promitto vobis predictis mercatoribus habere paratam et expeditam cum marinariis et sarciis infrascriptis causa movendi de portu Janue et incipiendi dictum viaticum usque ad dies VIII intrante mense septembris proximi pro naulo Infrascripto. Videlicet cum marinariis quinquaginta computatis illis de barcha. inter quos sint balistrarii sex cum balistris et cum aliis armis convenientibus et qui sint marinarii et triginta marinarii muniti ad ferrum et dare vobis nauclerium unum ad voluntatem vestram qui computetur inter marinarios. Item cum duobus arboribus bene sanis munitis ad suficienciam de omni sarcia. et cum peciis novem de antenis quarum due pecie sint nove. et cum vellis quinque cotoni quorum duo sint nova. unum pro artimono et aliud pro terzarolio et vellono uno canabe et cum ancoris decem et octo et cum agumenis novis in mola et non madefatis decem et octo. ultra alias ^ 'agumenas' madefatas dicte navis et cum mola una gropialium novorum de passibus centum ultra 'alios' madefatos dicte navis. et cum barcha canterii et barcha parascalmi et alia barcheta bene munitis de remis et omnibus sarciis ad suficienciam et promitto vobis mercatoribus predictis portare vos et mercatores et res et merces et compagnas vestras furnitas in dicta nave sine aliquo naulo inde michi solvendo in septam et cat' quatuor cotoni per centanarium librarum Janue sine naulo et abinde supra ad rationem solidorum sex Janue pro quolibet cant' et portare vobis in dicta nave mezarolas decem vini per miliarium librarum sine naulo. Item promitto vobis predictis mercatoribus nova parare in partibus malice de partibus septe et descendere vos omnes mercatores et quemlibet vestrum in malicam cum omnibus rebus vestris qui vestrum descendere voluerint dum tamen illi qui vestrum descendere voluerint in malicam michi prestare et dare debeant ydoneam securitatem in dicta nave de naulo michi solvendo et ego promitto vobis quod cum dicta nave revertar malicam et levabo omnes ~~vestrum~~ 'illos mercatores' qui descendissent malicam in dicta nave cum rebus et mercibus suis et eos in malicam

expectabo per dies tres. ita quod in istis tribus diebus 'restante' in malicam res de stiva in dicta nave ponere non possint. Si vero nova habebimus in partibus malice quod secure septam ire non possemus cum dicta nave promitto vobis predictis mercatoribus portare vos cum rebus et mercibus vestris cum dicta nave tunesim vel buzeam ubi maior pars vestrum mercatorum ˄ 'elegerit' qui maiorem partem cantarate in dicta nave ~~huint~~ habuerint ad rationem orum octo argenti per cant' factum ad navem. etiam cat' ducenta levare in dicta nave per miliarium librarum Janue et portare in dicta nave Jarram unam per cat' et sportas [*word struck through, illegible*] 'duas' sicut per cat' de septa vel malica in Januam. Item promitto vobis predictis mercatoribus in septam. tunesim vel buzeam ubicumque illorum locorum cum dicta nave ibimus incipere dictam navem ad honerandum causa Januam reddeundi usque ad medium mensem februarii proximi et movere de illo loco quo erimus cum dicta nave causa Januam reddeundi cum honere dicte navis usque ad medium mensem Aprilis proximi Si vero vos mercatores usque ad medium mensem februarii proximi eligeritis et habere volueritis cat' Mille quingenta pro vobis mercatoribus tantum et non pro aliis ultra aliam cant' quam vobis portare debeo in dicta nave promitto vobis ipsa cat' Mille quingenta levare in dicta nave ad rationem Miliarensium novem argenti pro quolibet cat' facto ad navem. que cat' Mille quingenta dividantur inter vos mercatores per centanarium librarum. Si autem usque ad dictum medium mensem februarii ut supra non eligeritis non tenear vobis in aliquo de predictis cat' Mille quingentis. Acto eciam inter me et vos mercatores quod aliquo casu non possemus cum dicta nave yemare in aliqua parte nisi in septam usque ad festum Sancti Andree proximum. Si vero in aliqua parte 'preter' quam in septam aliquo casu yemabimus promito vobis predictis mercatoribus expectare vos postquam in septam vel tunesim aut buzeam aplicuerimus cum dicta nave per menses quatuor. tali pacto videlicet quia debetis michi vos mercatores dare cat' duo milia quingenta Si vero postquam in septam fuerimus. cum dicta nave eligeritis ire tunesim vel buzeam promitto vobis mercatoribus portare vos in dicta nave de septa ~~tunesim~~ buzeam centanarium de Jarris pro bisanciis quadraginta miliarensibus et de septa tunesim pro bisanciis quinquaginta miliarensibus. ita tamen et acto

quod michi Jarras quinque milia vos mercatores michi dare et tradere in dicta nave teneamini et postquam in tunesim vel buzeam fuerimus cum dicta nave movendo de septa similiter michi in dicta nave dare teneamini cat' quinque milia vehenda de buzea vel tunese Januam ad rationem miliarensium octo argenti per cant' factum ad navem. Si vero postquam de septa in buzeam vel tunesim erimus cum dicta nave vos mercatores vel alter vestrum remanere volueritis in buzeam vel tunesim cum mercibus vestris promitto vobis mercatoribus vos inde absolvere et vobis licentiam dare tali pacto et condicione videlicet quia michi dare debeatis et teneamini dare de centanario Jarrarum si in si tunesim ibimus ˄ 'de septa' cum dicta nave bisancios nonaginta miliarenses per centanarium Jarrarum et si in buzeam ibimus bisancios octuaginta miliarenses per centanarium Jarrarum. Acto eciam inter me et vos quod in septa quilibet vestrum mercatorum ponere possit mercatorem unum in dicta nave pro cat' centum factis ad navem et quod non levabo in Janua aliquem mercatorem ad meliorem condicionem quam aliquis vestrum et si quod levabo promitto vos levare ad eandem condicionem Item promitto vobis predictis mercatoribus facere scribi et deponi in banchis Janue ad voluntatem vestrum mercatorum libras quingentas Janue et ipsas super vos scribi facere tali modo videlicet quod movebo cum dicta nave de Janua usque ad dictum terminum et quod observabo vobis promisiones et pacta supradictas quas si non observabo et non movebo ut predictum est quod predicte libre quingente Janue deposite in banchis vestre sint et esse debeant de meo expresso consensu et voluntate et insuper promitto vobis portare cat' factum ad navem pro Miliarensibus quinque argenti. hec omnia ut supra promitto vobis mercatoribus attendere et observare et in nullo contravenire. sub pena librarum Mille Janue a vobis stipulata et a me promissa et sub obligatione bonorum meorum. § Versa vice nos predicti mercatores promittimus tibi dicto Johanni ascendere dictam navem cum omnibus mercibus et rebus nostris usque ad dictum terminum causa incipiendi dictum viaticum et dare et honerare in dicta nave cat' duo milia quingenta facta ad navem et dare et solvere tibi pro quolibet cat' facto ad navem de mercibus nostris Miliarenses ~~novem 'octo~~ novem' argenti 'ut predictum est.' et postquam in septam fuerimus cum dicta nave per totum mensem februarii dare

terciam partem nostre cant' et tunc de ipsa tercia tibi solucionem facere de tercia parte nauli et usque ad medium mensem Marcii aliam terciam et tunc de illa tercia nauli solucionem tibi facere et usque ad dies VIII mensis Aprilis aliam terciam et tunc solucionem de toto naulo tibi facere et complere et dare totam raubam de stiva tunc in ultimo termino. hec omnia promittimus tibi attendere et observare. sub pena dupli tocius eius quod ascendet totum dictum naulum a te stipulata et a nobis promissa. et sub obligatione bonorum nostrorum. Actum Janue in ecclesia Sancti Syri. M°.CC°.LIII°. Indictione X^a^. die XXIII^a^ Julii inter terciam et nonam. Testes. Nicolosus sparerius notarius. et Januinus de primentorio et Johannes de monaca et duo instrumenta inde fieri rogaverunt factum est pro predicto Johanne dentuto

XXXVI.

Not. Bartholomeo de Fornari, reg. IV, fol. 272^v^. Dec. 11, 1253.

Nos Bencius de portu veneris et Alegretus de portu veneris quisque nostrum insolidum naulizamus vobis Symoni de caritate et Johanni bavosso Galeam unam illam videlicet que vocatur Danalla vel aliam que vocatur Maza. pro viatico Rome sive Bonifacii faciendo quam unam ex predictis Galeis promittimus vobis habere in portu Janue secunda die intrante mense Januarii proximo futuro et ipsam habere paratam et expeditam cum hominibus centum decem et octo et cum personis nostris propriis et cum armis ad suficienciam pro nobis et ipsis hominibus et cum vellis. remis. et omni sarcia et aparatibus ad suficienciam pro predicta Galea et levare et honerare in dicta Galea res et merces vestras et illorum quos malueritis et ipsos cum dictis mercibus et rebus portare cum dicta Galea bona fide sine fraude in aliquo ex predictis locis et non levare in dicta Galea eundo in dicto viatico nisi illos solummodo quos malueritis. Item promittimus vobis quod postquam de portu Janue exierimus cum dicta Galea et mercibus et rebus eundo in dicto viatico non ibimus cum dicta Galea ad bellandum aliquid lignum inimicorum comunis Janue nisi prout de voluntate vestra seu mercatorum qui ibunt in dicta Galea fuerint. Item promittimus vobis ducere nobiscum pro societate nostra. et dicte Galee nostris propriis expensis barcam unam de

remis decem cum hominibus decem et cum remis. et omni sarcia ad suficienciam 'pro predicta barcha.' hec omnia promittimus vobis attendere et observare et salvare et custodire per nos et marinarios nostros vos et mercatores qui ibunt in dicta galea et omnes res. et merces que erunt in dicta Galea et nullam in hiis per nos vel aliquam personam fraudem committere pro libris ducentis viginti quinque Janue quas a vobis accepisse confiteor pro naulo et armamento predicte Galee predicti viatici. renunciantes exceptioni non numerate peccunie. predicta omnia ut supra promittimus vobis attendere et observare et in nullo contravenire. sub pena dupli tocius supradicti nauli a vobis stipulata et a nobis promissa et sub obligatione bonorum nostrorum. renunciantes beneficio nove constitutionis de duobus reis. epistole divi Adriani et iuri de principali et fori. privilegio et omni iuri. Insuper nos Nicolosus Manuele Aurie pro libris ducentis quinquaginta Janue et Vassallus de turca pro aliis libris ducentis quinquaginta Janue quilibet nostrum pro predicta quantitate de predictis omnibus pro dictis Bencio et Alegreto constituimus nos primos et principales debitores et observatores et promittimus vobis nos ita facere. et curare quod dicti Bencius et Alegretus observabunt omnia supradicta aut ea omnia per nos et de nostro vobis observare promittimus. sub pena dupli stipulata et promissa et sub obligatione bonorum nostrorum renunciantes iuri de principali et omni iuri. Actum Janue in claustro sancte Marie de vineis. M°.CC°.LIIJ°. Indictione XI^{a}. die XI. decembri ante terciam. Testes. Wilielmus percalia antiochia et Aldebrandus canonicus sancte Marie de vineis Janue et Alinerius bavosus

XXXVII.

Not. Bartholomeo de Fornari, reg. III, fol. 158^{v}–159^{r}. March 26, 1254.

⁜ In nomine domini amen. Nos Aminis cappelletus et Januinus rubeus de fossato naulizamus ~~vobis~~ nomine nostro et nomine Jacobi navarri. comparticipibus nostris. vobis Musso cigale. bavalo cigale. Nicolino spinule. Wilielmo policino. Marineto streiaporco et Wilielmo pezagno. Bucium navem nostro qui vocatur sanctus Johannes ad honorem dei et virginis Marie in viagio Romanie.

In quo promittimus habere Marinarios quadraginta computatis duobus ex participibus. naucleriis tribus et pennesio uno. Inter quos non debent computatari nec esse nec etiam computari servientes participum nec eciam Marinariorum. Inter quos Marinarios debent esse et promittunt habere balistarios sex. reliqui marinarii debent esse muniti ad ferrum. promittimus Insuper vobis habere dictum bucium navem. guarnitum arboribus et tymonibus sanis. vellis quinque cotoni quarum debent esse tres nove. Item promittimus vobis habere in dicto bucio navi. aguminas novas sex in mola. et alias aguminas decem et septem. ancoras quindecim. Molas de proesi duas. et omnem aliam sarciam ad sufficienciam. et barcham unam de parascalmo. et ~~seo~~ sgondolam unam cum omni earum sarcia. Item promittimus vobis habere in dicto bucio navi arborem unum de medio bonum et sanum loco illius qui nunc est in eodem bucio navi. et pecias octo antenarum. promittimus Insuper vobis habere in Janua pilotum unum bonum et Idoneum si ipsum poterimus Invenire in Janua. quem bucium navem promittimus habere paratum pro eundo in dicto viagio de predictis omnibus usque pasca resurrectionis domini proximum venturum. et movere cum eo de portu Janue pro eundo in dicto viagio ad dictum terminum nisi iusto dei Impedimento remanserit. et si forte ad dictum terminum moti non esse. promittimus vobis cum dicto bucio navi movere pro eundo in dicto viagio a pasca ultra in voluntate vestra per totum mensem Aprilis proximum venturum. Ita quod teneamur et debeamus movere ~~caus~~ pro eundo in dictum Iter ante Kal. Madii proximas venturas. nec ultra dictum terminum vos expectare teneamur. et ex quo moti erimus de portu Janue si in Janua non habebimus pilotum unum 'promittimus' ire ad murinum vel ad unam ex Insulis romanie pro parandis nova. pro habendo et reciperando piloto uno quousque ipsum reciperaverimus. et si habebimus pilotum in Janua nichilominus teneamur ire ad unam ex dictis Insulis pro parando nova. promittimus Insuper vobis quod ex quo moti erimus de portu Janue pro eundo in dicto viagio ire ad cavum sirosha et cum erimus ibi ponere hominem unum in terra qui debeat ire pro parando nova. et ibi cernere si volueritis exonerare merces vestras oneratas in dicto bucio navi ad negrampum. vel salonechi aut constantinopoli. et eo loco quo ex predictis volueritis exonerare ire

cum dicto bucio navi et ibi merces vestras exonerare. Ita quod nobis teneamini et debeatis respondere de predictis Infra dies quinque ex quo ibi aplicuerimus. et ultra dicto quinque dies ibi stare non teneamur. Si autem Infra dictos quinque dies aliquis vestrum vellet ad cavum sirosa descendere et habere merces suas promittimus vobis. dare illi qui merces suas ibi voluerit habere. ita quod cum reliquis mercatoribus ˄ 'qui ibi vellent merces suas' teneamur ire et complere viagium supradictum cum dicto bucio navi. promittimus Insuper vobis non onerare in dicto bucio navi ultra ballas ducentas quinquaginta computatis ballis vestris quas honerabitis in dicto bucio navi. ⁜ Alioquin si in aliquo de predictis contrafecerimus promittimus vobis stipulantibus dare nomine pene duplum nauli ~~predicti~~ Infrascripti. firmis manentibus supradictis pro qua pena et ad sic observandum obligamus vobis pignori omnia bona nostra habita et habenda. et sub eadem pena promittimus vobis nos facemus ita quod Jacobus navarrus attendet et observabit omnia predicta. et contra in aliquo non veniet Versa vice nos [predicti mercatores] promittimus et convenimus vobis dictis participibus onerare in dicto bucio navi per nos vel alium pro nobis [*ballas centum*] viginti. et dare vobis pro quolibet cantario ad cantarium Janue. in Janua antequam acipiamus iter dictum soldos [*lacuna of about one inch*] et si voluerimus onerare in eo ballas ducentas computatis dictis ballis centum viginti. posimus in eo eas one[*rare*] [*lacuna of about three fourths of an inch*] quod teneamur et debeamus vobis respondere si voluerimus onerare a ballis centum viginti usque in ducentis usque ramis palmarum si galee usque tunc aplicuerint Januam. et si non venerint usque tunc Januam teneamur vobis respondere Infra dies tres ex quo galee aplicuerint Januam. de quibus ballis centum viginti debent et promittunt dicti mercatores onerare in dicto bucio navi vel alter pro eis ut Infra. Videlicet Mussus. et Bavalus quadraginta duas. Nicolinus et Marinetus triginta septem. Wilielmus policinus tredecim. Wilielmus pezagnus viginti octo. Alioquin si in aliquo de predictis contrafecerimus promittimus vobis dare nomine pene duplum dicti nauli. et pro ipsa pena et ad sic observandum obligamus vobis pignori. omnia bona nostra habita et habenda. Actum Janue in ~~claustro~~ ecclesia sancte Marie de vineis. testes Johannes malltus. Matheus canis et Ugo pissanus.

Anno dominice nativitatis M°.CC°.LIIIJ°. Indictione XI^a. die XXVI^a Marcii inter terciam et nonam. plura instrumenta unius tenoris fieri rogaverunt | ⁜ promittimus Insuper vobis portare merces vestras in dicto bucio navi pro naulo Infrascripto et in modum et in usum Infrascriptum. et si aliquis vestrum vellet remanere quin vellet in eo venire cum suis mercibus possit licenter remanere dum tamen substituat alium mercatorem loco sui qui de predictis omnibus teneatur tam de naulo quam de ceteris sicut tenetur ille qui nollet in eo venire.

XXXVIII.

Not. Bartholomeo de Fornari, reg. V, pt. II, fol. 185^r–185^v. July 29, 1267.

Nos Nicolaus embriacus de castello et philippus filius emancipatus dicte Nicole patroni navis nostre que dicitur sanctus spiritus quisque nostrum insolidum naulizamus et titulo naulizationis concedimus vobis petro Archanto recipienti tuo nomine et nomine oberti de vignali Cayre Archanto. Nicoloso filio Bonivassalli nepotis. Bertholino dentuto. Symoni pinello et Francischo de grimaldo recip[ientibus] nomine Octoboni de grimaldo et Grimaldi picamilii et Clerici Lercarii et Antonio de guisulfo mercatoribus predictam navem ^ 'pro viatico ultramaris faciendo' quam navem promittimus vobis predictis mercatoribus recipientibus dictis nominibus ~~predicta~~ habere paratam. munitam et expeditam sarciis in[fra] scriptis et cum ea movere de portu Janue causa incipiendi dictum viaticum a Kal. septembris proximis usque medium mensem octobris proximum in vestra voluntate vel maioris partis vestrum. videlicet cum artimono novo in proda et vellonis duobus novis in proda et terzarolio uno novo et cum vellis ^ 'tribus' in medio et cum arboribus duobus scilicet cum arbore novo longitudinis cubitorum quadraginta duorum in proda et alio arbore de me[dio] et cum anchinis. paranchinis et supraanchinis et tagiis et cum omnibus aliis sarciis suf[icientibus] pro ipsis arboribus et antenis et cum amantibus duobus novis in proda et cum ancoris viginti et cum agumenis viginti novem de quibus sunt agumene quinque madefate semel. et decem menate et alie XIIII sunt nove 'in ea' et cum gropialibus et aliis

sarciis suficientibus pro ips[a] nave in voluntate petri Archanti et Cayre Archanti et Bertholini dentuti et cum barcha parascalmi et sgondola cum omni[bus] sarciis suficientibus pro ipsis. et cum marinariis quinquaginta quinque inter quos promittimus vobis habere nauclerium unum ad voluntatem vestra[m] ~~It~~ balisterios decem scientes operari balistras cum balistris et quadrellis et 'aliis' armis suficientibus et alios marinarios munitos ad ferrum. Item promittimus vobis predictis mercatoribus recipientibus dicto nomine cameram dicte navis habere munitam et furnitam de bambax[is] et aliis 'sarciis' suficientibus ad voluntatem predictorum petri Archanti. Cayre Archanti et Bertholini dentuti. et cum ~~aliis~~ 'lanceis' ducentis [et] Gataroliis ducentis et cum balistris octo 'de' cornu de duobus pedibus et aliis duabus balistris de streva. et cum quadrellis suf[icientibus] pro ipsis balistris. Item promittimus vobis predictis mercatoribus non levare in Janua in dicta nave aliquem mercatorem ad meliorem conditionem [quam] aliquis vestrum.

§ Versa vice nos dicti mercatores promittimus vobis predictis participibus ascendere vel mittere in dicta nave res et ballas Infrascripta[s] ad dictum terminum et dare seu honerari facere in dicta nave ut Infra videlicet ego petrus Archantus nomine meo et nomine oberti de Vignali ballas octuaginta usque in centum et ego Cayra ballas viginti usque in triginta. et ego Nicolaus nepos ballas vigi[nti] usque in triginta. et ego Bertholinus dentutus ballas viginti usque in triginta et ego antonius de guisulfo ballas viginti et ego Symon pinellus ballas viginti usque in viginti quinque et ego francischus de grimaldo nomine predictorum Octoboni de grimaldo et Grimaldi picamilii et Clerici Lercarii ballas centum decem usque in ballas centum triginta et dare vobis in Janua no[mine] ~~nomine~~ nauli de quolibet cant' Janue dictarum ballarum solidos tresdecim Janue et dictum naulum vobis solvere in Janua. Acto tamen ex pacto inter nos mercatores et vos participes aposito in presenti contractu. quod si aliquo casu contingerit nos yemare bonifacium et non transitum facere cum dicta nave ad partes ultramaris 'et inde postea' ~~quod postquam~~ dictam navem 'ire' ~~iverit~~ ultramare quod dicti participes non teneantur predictis mercatoribus de cant' recipienda nec dicti mercatores de cant' danda. Si vero ad partes ultramaris dicta navis transitum fecerit non yemando 'in aliqua parte' tunc nos mercatores promitti-

mus vobis predictis participibus respondere Infra dies quindecim postquam in partibus ultramaris applicuerimus cum dicta nave utrum vobis participibus dare voluerimus cant' dicte navis nec ne. et si vobis respondemus nos cant' vobis dare velle in concordia omnes vel mai[or] pars nostrum tunc vos dicti participes teneamini et debeatis ipsam cant' recipere et tunc illa cant' promittimus vobis predictis participibus dare vobis cant' octo Syrie facta ad navem per miliarium librarum Janue de mercibus et rebus. ~~Janua~~ delatis de Janua in dicta nave et dare vobis nomine nauli de quolibet cat' Syrie facto ad navem de mercibus et rebus nostris bisantios duod-[ecim] sarac[cenales] Syr[ie] in ipso naulo seu [in] eo [*quod*] solvere debebimus pro naulo dicte cant' computetur et computari [de]beat quidquid vobis predictis participibus solverimus de dictis ballis ^ 'et mercibus nostris delatis in dicta nave' ad rationem bis[anciorum] duorum et dimidie per quamlibet libram et dictum naulum vobis solvere antea per dies quindecim ~~ant~~ quam dicta navis moveat de partibus Syrie causa Januam reddeundi. et dictam cant' vobis dare secundum formam capituli. Insuper nos dicti petrus Archantus et francischus de grimaldo promittimus vobis ^ 'dictis participibus' nos ita facere et curare quod predicti quorum nomine promissimus attendent et observabunt supradicta. hec omnia ut supra promittimus ^ 'nos mercatores' vobis predictis participibus et nos participes vobis mercatoribus inter nos ad invicem attendere et observare sub pena librarum quingentarum Janue inter nos ad invicem stipulata et promissa et sub obligatione bonorum nostrorum. Actum Janue in ecclesia sancte Marie de vineis. M°.CC°.LXVII°. Indictione nona. die XXVIIII° Julii post nonam. Testes Enricus nepos. Jacobus pinellus et Johannes rapallus et Lanfrancus de Roncho

XXXIX.

Not. Bartholomeo de Fornari, reg. V, pt. II, fol. 185ᵛ. July 30, 1267.

Ego Ingetus malfiliaster nomine meo et sociorum meorum Galeam que dicitur Alegrancia naulizo vobis Guilielmo de savignono. Ingueto tornello et octaviano boni cambii denari. mercatoribus predic-

tam Galeam pro viatico messinam faciendo quam Galeam promitto vobis habere paratam. munitam et furnitam ~~soc~~ sarcia suficientia et cum marinariis octuaginta ~~quam~~ et cum bona vacheta una cum hominibus quatuor et movere de portu Janue ˄ 'cum dicta Galea' causa incipiendi dictum viaticum usque dies viginti intrantis mensis Augusti proximi. et deferre in dicta Galea vos et asnesse et compagnas vestras subtus cohoperta dicte Galee usque dictum locum ˄ 'et ballas vestras Infrascriptas' pro naulo Infrascripto.

§ Versa vice nos dicti mercatores promittimus tibi dicto Ingeto malfiliastro ascendere vel mittere in dicta Galea ballas infrascriptas. scilicet ego Wilielmus de savignono ballas viginti et ego dictus Inguetus tornellus ballas duodecim usque in viginti. et ego octavianus ballas quindecim usque in viginti et dare et solvere tibi nomine nauli in Janua de qualibet balla solidos duodecim Janue. et tibi respondere pro firmo usque dies VII intrantis mensis Augusti proximi quam quantitatem ballarum quisque nostrum tibi dare voluerit.

hec omnia promittimus inter nos ad invicem attendere et observare. sub pena librarum centum Janue inter nos ad invicem stipulata et promissa et sub obligatione bonorum nostrum. Actum Janue eodem loco et M°. die penultima Julii inter terciam et nonam Testes Obertus de sancto stephano et Castrellus calvus et Rubaldus boleratus

XL.

Not. Simone Vattaccio, reg. III, pt. II, fol. 10r. Jan. 20, 1282.

In nomine domini amen. Nos Richus de Recho et Martinus eius filius quisque nostrum insolidum vendimus cedimus et tradimus tibi Benedicto iacherie terciam partem pro indiviso navis que vocatur sancta Maria que nunc est in portu Janue cum tercia parte sarcie conredi et apparatus ipsius navis et omnium pertinencium ad ipsam navem finito precio librarum quatuor centum 'quadraginta' sex solidorum tresdecim. et denariorum quatuor ˄ 'Janue'. quas pro inde a te habuisse et recepisse confiteor. Renunciantes exceptioni non numerate peccunie doli infactum condicioni sine causa et omni iuri. et si plus valet dicta tercia pars dicte navis cum omnibus predictis

tibi donamus et remittemus mera pura et irrevocabili donacioni inter vivos. Renunciantes legi qua subvenitur deceptis ultra dimidium justi precii. possessionem quoque et dominium dicte tercie partis dicte navis conredi et apparatus ipsius tibi confiteor corporaliter tradidisse dantes tibi licentiam accipere inde corporalem possessionem semper quandocumque volueris tua auctoritate propria sine Judicalis auctoritate. Confitentes nos pro te et tuo nomine predicto possedere dictam terciam quamdiu possederimus promittentes tibi dictam terciam partem dicte navis conredi et apparatus ipsius de cetero non impedire non subtrahere nec advocare. sed ˄ 'ipsam' pocius 'tibi' ab omni persona legittime defendere expedire et auctorizare a quacumque persona corpore collegio et universitate nostris expensis Remissa necessitate denunciandi sub pena dupli dicte quantitatis. Ratis manentibus predictis et sub ypotheca bonorum nostrorum. Insemel ex dicta causa et dicto precio tibi damus cedimus et tradimus seu quasi tradimus tibi omnia Jura ractiones et actiones utiles et directas reales personales mixtas etc. Acto quod de predictis omnibus et singulis quilibet nostrum tibi insolidum teneatur. Renunciantes iuri solidi Juri de principali nove constitutioni de duobus reis epistole divi adriani et omni iuri. ÷ Actum Janue in domo sive volta Marchesii de cassino Judicis testes dictus Marchesius Enricus de arenzano Judex Bonsegnor caffarainus Andrea pelatus et lanfrancus bachemus Anno dominice nativitatis M°.CC°LXXX II° Indictione VIIII[a] die .XX. Januarii infero post completorium.

÷ confitetur dictus Martinus predicta omnia et singula in presencia consensu Jussu et voluntate dicti Richi patris sui presentis et consencentis. et protestatur dictus Benedictus se dictam emptionem recepisse nomine suo proprio et nomine procuratore Manuellis fratris sui

XLI.

Not. Simone Vattaccio, reg. III, pt. II, fol. 10[v]. Jan. 22, 1232.

In nomine domini amen. Ego Benedictus Jacherias confiteor vobis Richo de Recho et Martino de Recho patri et filio quod in contratu vendicionis et in tradicione possesionis. et dominii quod michi

'fecissis' recipienti nomine meo et Manuellis fratris mei de tercia parte navis vestre que vocatur sancta Maria. actum fuit et expresse dictum inter me ex una parte et vos ex altera. quod ego et Manuel frater meus vel habens cant' a nobis dictam navim vel partem eius non ponet vel poni faciet vel requiret poni ad calegam seu incalegari vel licitari inter nos vel estraneas personas sine voluntate vestrorum Richi et Martini nec aliquo modo vos vel aliquem vestrum compellem seu compellemus desensire de dicta navi seu vendere partem vestram vel emere meam et fratris mei. nisi ad vestram voluntatem usque ad menses octo proxime venturos. et aliter dictam vendicionem michi facturi non eratis. Unde volens observare ea que acta fuerunt inter nos que supradicta sunt. promitto meo nomine et dicti fratris mei vobis omnia et singula atendere complere et observare ea que acta fuerunt inter nos que supradicta sunt. promitto meo nomine et dicti fratris mei vobis predicta omnia et singula atendere complere et observare et facere observari. et contra in aliquo non facere vel venire. Alioquin penam dupli valimenti partis unius dicte navis vobis stipulantibus promitto. quotiens fuerit contrafactum. Ratis manentibus supradictis et pro inde omnia bona mea et dicti fratris mei habita et habenda vobis pignori obligo. Et versa vice nos dicti Richus et Martinus quilibet nostrum insolidum 'promittimus' tibi dicto Benedicto recipienti pro te et procuratore nome Manuellis fratris tui quod nos ~~ego vel dictus frater meus Manuel~~ seu aliquis habens cat' a nobis dictam navim vel partem eius non ponemus vel ponet seu poni faciet vel requiret poni ad calegam seu incaligari vel licitari inter nos vel extraneas personas. sine voluntate tua nec aliquo modo vos vel aliquem vestrum compellemus desensire de dicta navi seu vendere partem partem vestram vel emere nostram nisi ad voluntatem vestram usque ad menses octo proxime venturos. et aliter dictam empticionem facturus non eras. que quidem omnia et singula dictis nominibus promittimus et convenimus tibi ~~ad invicem~~ solempniter atendere complere et observare et in nullo contravenire. Alioquin penam dupli valamenti partis tui et dicti fratris tui dicte navis tibi stipulanti promitto quotiens fuerit contrafactum. Ratis manentibus supradictis. et pro inde omnia bona nostra habita et habenda tibi pro te et dicto fratre tuo pignori obligamus ÷ et duo instrumenta eiusdem tenoris inde fieri rogaverunt Actum Janue in porticu

domus Benedicti Jacherie qua stat testes Jacobus de arenzano de guasto Bertholinus de guasto Thobias de bruno scriba et Johannes capitaneus filius Lanfranci de banzalio Anno dominice nativitatis M°CC°LXXXII° Indictione VIIII die XXII Januarii post terciam et ante nonam. ita quod inde quilibet nostrum tibi insolidum teneatur Renuncians iuri solidi et omni iuri

XLII.

Not. Simone Vattaccio, reg. III, pt. II, fol. 11r–13r. Jan. 22, 1282.

In nomine domini amen. Richus de Recho et Martinus de Recho eius filius in presencia consensu iussu et voluntate dicti patris sui quilibet eorum insolidum locaverunt sive naulizaverunt Benedicto Jacherie duas partes navis que vocatur sancta Maria que nunc est in portu Janue cum omni conredo sarcia necesaria ad dictam navim quantum pro duabus partibus. et cum velis quatuor bonis et sufficientibus et terzarolio uno novo de cotonis de Massilia sive de Janua et cum panatica sufficienti et cum lapidibus usque ad menses quinque incipiendos a die qua dicta navis vellificaverit de portu Janue et a dictis quinque mensibus ultra. quamdiu placuerit dicto Benedicto vel eius noncio usque ad tres menses ultra dictos menses quinque pro naulo sive mercede librarum Centum sexaginta Janue pro quolibet mense pro dictis duabus partibus dicte navis Et promisserunt dictus Richus et Martinus dicto Benedicto habere dictam navim quantum pro duabus partibus Ita paratam et fornitam ut supradictum est et cum marinariis bonis sufficientibus et ydoneis sufficienter armatis pro dicta navi servienda in dicto viagio quadraginta inter quos debet habere nauclerium et pillotum illos quos voluerit dictus Benedictus vel noncius eius dando pro duabus partibus ipsis nauclerio et pilloto convenientem conductum et non ultra et id quod esset ultra convenientem conductum nauclerii et pilloti solvere tenetur dictus Benedictus et Balistarios quinque bonos et sufficientes inter quos sit unus vel duo qui bene sciant ligare et aptare balistas. et ultra predicta habere servitores decem pro marinariis dicte navis serviendis et sic debent habere in dicta navi homines quinquaginta quinque. computatis dictis servitoribus in hominibus. scilicet habere dicti Richus et Martinus in dicta navi duas partes dictorum hominum

sarcie conredi et apparatus. et ipsam navim quantum pro duabus partibus ipsius navis sarcie Conredus et apparatus et hominum Ita paratam et furnitam ut supra dictum est promisserunt dicti Richus et Martinus dicto Benedicto habere paratam usque ad octavam diem mensis februarii proxime venturi. et cum ea vellificare de portu Janue usque ad dictum tempus quandocumque a dicto termino in antea placuerit dicto Benedicto. Et postquam exiverit de portu Janue dictus Martinus cum dicta navi promisserunt dicto Benedicto semper navigare ad voluntatem pilloti quem ibidem constituerit dictus Benedictus et ubicumque voluerit dictus pillotus. et non aliter. et non intrare in portu aliquo nec exire nisi ad voluntatem dicti pilloti et prout eidem pilloto placuerit excepto quod apud fogiam non teneatur stare ultra mensem. Salvo tamen et excepto in omnibus predictis Justo dei impedimento. Quam navim Cum sarcia conredo et apparatu et hominibus ut supra dictum est quantum pro duabus partibus tantum locaverunt sive naulizaverunt dictus Richus et Martinus dicto Benedicto usque ad dictum tempus pro naulo predicto pro deferendis in dicta navi mercibus et rebus ~~ipsius~~ omnibus quas voluerit dictus Benedictus vel eius noncius honerare vel honerari facere in dicta navi et per quot vices voluerit et ubicumque voluerit dictus Benedictus vel eius noncius. faciendo eciam dicti Richus et martinus merces et res dicti Benedicti honerari in dicta navi per marinarios dicte navis. secundum consuetudinem Janue Civitatis. et promisserunt dicti Richus et Martinus dicto Benedicto non honerare vel honerari facere in dicta navi. nec honerari permittere in ipsa navi per se vel aliquam personam Res vel merces aliquas alicuius persone sine licentia et voluntate dicti Benedicti vel eius noncii excepta compagna dicte navis et asnesio suo et filii ipsius Martini et hominum qui ituri erunt in dicta navi pro servienda dicta navi. Versa vice dictus Benedictus condusit sive naulizavit dictam navim quantum pro duabus partibus sive duas partes ipsius navis cum duabus partibus sarcie conredi et apparatus ipsius ut supradictum est et ita corredatam paratam et furnitam ut supra dictum est. et promisit ipsis Richo et Martino dare et solvere pro naulo ~~dare et solvere pro naulo~~ singulis mensibus libras Centum sexaginta Janue pro dictis duabus partibus dicte navis usque ad dictos menses quinque a die qua dicta navis vellificaverit de portu Janue. vel vellificare

parata fuerit tempore congruo et convenienti ad navigandum et transactis dictis octo diebus februarii. et per eamdem Racionem pro quolibet mense si dictus Benedictus vel eius noncius transactis dictis quinque mensibus tenere et habere conductam voluerit dictas duas partes navis. usque In dictos tres menses. et pro tanto tempore ex dictis tribus mensibus pro quanto tenere et habere voluerit transactis dictis quinque mensibus dictam navim pro dictis partibus conductam. Salvo quod si dicta navis reddierit de illo loco quo portum fecerit causa honerandi de mercibus et exhonerandi ea que portaverit ad exhonerandum in portu Janue. quod non teneatur dictus Benedictus. solvere naulum dictis Richo et Martino. pro tempore quod esset ultra menses quinque predictos nisi usque ad illam diem qua dicta navis intraret portum Janue et non ultra. sed usque ad menses quinque ˄ 'predictos' teneatur dictus Benedictus solvere naulum dictis Richo et Martino si etiam antea reddiret ad exhonerandum in portu Janue voluntate dicti Benedicti vel eius noncii et tunc dictus Benedictus vel eius noncius teneatur dictam navim habere exhoneratam usque ad dies quindecim tunc proxime venturos. Item promisit dictus Benedictus dictis Richo et Martino quod si dicta navis iverit sive ducta fuerit apud fogiam expediet eam dictus Benedictus de dicto loco ita quod inde recedere possit dictus Martinus cum dicta nave in mensem unum a die qua apud fogiam applicuerit dicta navis. Quod naulum dictus Benedictus promisit dictis Richo et Martino solvere ut. Infra. videlicet ad presens libras trescentas triginta tres soldos sex et denarios octo. Janue. Residuum vero usque in complementum dictorum quinque mensium finitis dictis quinque mensibus promisit solvere dictus Benedictus dictis Richo et Martino vel alteri eorum in fogia vel maiorica. vel Yspania vel in Janua vel alibi ubicumque dicta navis portum fecerit causa honerandi vel exhonerandi transactis dictis quinque mensibus et in quocumque dictorum locorum possit petere dictus Martinus a dicto Benedicto solucionem dicti nauli finitis dictis quinque mensibus. Et si dictus Benedictus vel eius noncius plus tenere et habere vellet conductam dictam navim pro dictis partibus ultra dictos quinque menses. Id quod recipere deberent dictus Richus et Martinus pro tempore quod esset ultra quinque menses. promisit solvere dictus Benedictus dictis Richo et Martino vel alteri eorum transactis tri-

bus mensibus. ultra dictos quinque menses et antea si antea licenciaret dictus Benedictus vel eius noncius dictam navem faciendo solucionem in dictis locis et quolibet eorum. Et est actum et expressim dictum inter dictum Benedictum ex una parte et dictos Richum et Martinum ex altera. quod dicta navis pro duabus partibus sive due partes dicte navis naviget sive navigent et stet et stent ad Risicum et fortunam dictorum Richi et Martini. Ita quod de danno si quod contingeret quod absit in corpore dicte navis vel sarcie ipsius aliquo casu. nichil teneatur dictus Benedictus Restituere vel emendare dictis Martino 'et Richo nec alteri eorum' nec dictus Martinus ^ 'nec Richus' teneantur emendare merces dicto Benedicto que amitterentur casu fortuito nec teneatur dictus Benedictus solvere naulum ipsis Richo et Martino nec alteri eorum ultra dictas libras trescentas triginta tres soldos sex et denarios octo que ad presens solvende sunt et que esse debent dicti Martini postquam vellificaverit de portu Janue et navigaverit ut supra. ab ea die in antea qua dicta navis casum fortuitum vel impedimentum haberet ita quod non navigaret vel staret in servicio dicti Benedicti non obstantibus aliquibus predictis vel infrascriptis. sed qualicumque casu fortuito vel impedimento et quandocumque dicta navis postquam ipsa navis de portu Janue velificaverit impediretur navigare vel stare in servicio dicti Benedicti dicte libre trescente triginta tres soldi sex et denarii octo. quas dictus Benedictus ad presens dare tenetur dictis Richo et Martino nichilominus sint dictorum Richi et Martini nec ab eis repeti possint modo aliquo. Et ultra dictas libras trescentas triginta tres soldos VI denarios VIII teneatur dictus Benedictus solvere dictis Richo et Martino vel alteri eorum tantum quantum plus contingeret dictos Richum et Martinum pro rata temporis quo stetisset dicta navis in servicio dicti Benedicti usque ad tempus casus fortuiti vel impedimenti videlicet ex illis Rebus et mercibus que essent in dicta nave pro dicto Benedicto. Ita quod ex aliis bonis dicti Benedicti non teneatur idem Benedictus nec conveniri possit in aliquo casu de predictis vel infrascriptis realiter vel personaliter ultra dictam quantitatem que presencialiter solvi debet ut dictum est non obstantibus aliquibus supradictis vel infrascriptis cum sic actum fuerit sit et fuerit inter dictas partes sic tamen quod dictus Benedictus vel eius noncius licite possit semper exhonerare de dicta nave Res et merces

que in ea fuerint ubicumque et quandocumque voluerit ipse vel eius noncius et de ipsis rebus et mercibus ad suam voluntatem facere dum modo tot res et merces in ipsa nave faciat honerari vel habeat semper que valeant duplum nauli quod Recipere deberent dicti Richus et Martinus. que res et merces que erunt in ipsa nave semper quousque in ea erunt sint obligate pignori dictis Richo et Martino. predicta omnia et singula dicte partes dictis nominibus sibi ad invicem stipullantes solempniter atendere complere et observare promisserunt et in nullo vel in aliquo contrafacere vel venire sed ipsa omnia inviolabiliter observare. Alioquin penam dupli de quanto contrafaceret dicte partes sibi ad invicem promisserunt. Ratis manentibus supradictis et pro predictis omnibus atendendendis complendis et observandis obligaverunt dicti Richus et Martinus omnia bona eorum dicto Benedicto. et dictus Benedictus obligavit dictis Richo et Martino. omnes res et merces quecumque honerate fuerint in dicta nave quandocumque dum tamen ipsas de ipsa nave semper possit exhonerari facere. et de eis ad suam voluntatem facere dum tamen in ipsa nave honerari faciat vel sint semper tot res et merces in dicta nave que valeant duplum nauli quod recipere debebunt dicti Richus et Martinus prout superius dictum est et infra dicitur. Et promisit dictis Richo et Martino semper habere in dicta nave tot res et merces que valeant duplum nauli quod tunc recipere debebunt dicti Richus et Martinus. que res et merces sint pignori obligate dictis Richo et Martino pro predictis atendendis. et pro dictis rebus habendis in dicta navi ut supra proxime dictum est obligavit dictus Benedictus dictis ^ 'Richo et' Martino pignori omnia bona sua quantum est pro rebus habendis in dicta nave tantum. Acto expressim quod de predictis omnibus et singulis quilibet dictorum Richi et Martini dicto Benedicto insolidum teneatur. Renuntiantes iuri solidi iuri de principali epistole divi adriani nove constitutionis de duobus reis et omni alia exceptioni et iuri. confitetur dictus Martinus predicta omnia et singula in presencia consensu iussu et voluntate dicti Richi patris sui presentis Jubentis et consencientis. Dictus vero Benedictus dicit et protestatur in presencia mei notarii et infrascriptorum testium quod predictam naulizationem et promissa recepit faciat et stipulatus est tam nomine suo quam etiam procuratore nomine Manuellis Jacherie fratris sui et pro ipso Manuelle Actum Janue in

porticu domus qua stat dictus Benedictus testes Jacobus de guasco de arenzano. Bertholinus de guasco de arenzano. Thobias de Bruno scriba. Johannes Capitaneus filius lanfranci de bergalio Anno dominice nativitatis M°CC°LXXXII Indictione VIIIJ^{a} die XXII Januarii inter terciam et nonam. et plura instrumenta eiusdem tenoris partes predicte fieri rogaverunt videlicet unum pro qualibet dictarum partium. factum est pro utraque parte

XLIII.

Not. Simone Vattaccio, reg. IV, fol. 10^{v}–11^{r}. March 13, 1286.

In nomine domini amen. Nos Jacobinus lomellinus et Beltraminus de mari naulizamus tibi Benedicto iacherie de castro recipienti nomine tuo proprio et procuratore nomine Manuellis iacherie fratris tui et cuius es generalis procurator. et de qua procuratione est carta scripta manu Simonis vatacii de predono notarii M°CC°LXXX IIII die XXI Septembris ~~nauliza~~ navim nostram novam vocatam sanctam Mariam que nunc est in portu Janue. et promittimus tibi dictam navim habere paratam munitam furnitam et corredatam in portu Janue cum omni sarcia conredo et apparatu ipsius et sufficiente pro dicta navi. et cum marinariis bonis et sufficientibus quadraginta quinque computatis in hiis servitoribus dicte navis qui sint homines sufficientes pro armis portandis. octo. et in maiori quantitate eciam marinarios habebimus in dicta navi si per capitulum civitatis Janue de maiori quantitate tali navi habere marinarios est tantum. ÷ et habere paratam dictam navim in dicto portu munitam et corredatam et furnitam ut supra. ad movendum et pro movendo et quod movere possit usque ad dies duodecim proximos de dicto portu pro eundo et navigando de Janua apud Maioricam. et cum dicta navis erit maioricam ibidem expectare cum dicta navi per dies VIII. et in dictis diebus octo in dicta navi levare et levari faciemus quicquid in ipsa volueris honerari facere infra dictos dies VIIIJ. in maiorica postquam applicuerit dicta navis in Maiorica. et de ipsa facere exhonerari ibidem quicquid volueris in dictum terminum. et deinde maiorica cum dicta navi et omnibus rebus 'et mercibus' quas honerare volueris tu vel noncius tuus 'et que' honerate fuerint ~~ibidem~~ in ea navigare apud Cadesse cum dicta navi ita

munita furnita et corredata ut supradictum est. et in cadesse dictam navim ^ 'in plazia' facere exhonerari per marinarios et cum barchis dicte navis usque ad dies VIII. vel decem proximos postquam ibidem applicuerit dicta navis ~~in plazi~~ Et si in navigando de Maiorica versus cadese volueris tu vel noncius tuus qui pro te erit in dicta navi ire apud Septam Maricam. vel armariam. ibidem ire teneamur cum dicta navi et ibidem applicare et ibidem cum dicta navi expec | ÷ et cum pontibus ballatoribus Brazolis sparzicturis falchis lapidibus armis et omnibus furnimentis necessariis dicte navi | tare per dies duos. tunc proximos. postquam ibidem applicuerit dicta navis. et tunc possis et possit noncius tuus ibidem honerare et dishonerare 'et honerari et dishonerari facere' quicquid volueris vel voluerit noncius tuus de dicta navi et in ipsa navi. et promittimus tibi non levare nec levari permittere in dicta navi aliquid modo aliquo absque tua vel noncii tui licentia et mandato preter quam Ballas viginti quinque tuas naucleriorum et marinariorum ^ 'dicte navis' proprias. quas licenter possimus in dicta navi portari facere et levari. que omnia et singula promittimus convenimus quilibet nostrum insolidum tibi dicto Benedicto dicto nomine recipienti solempniter atendere complere et observare et atendi et observari facere et in nullo contrafacere vel venire sub pena librarum quingentarum 'Janue' Ratis manentibus predictis et sub ypotheca et obligatione bonorum meorum. Renuntiantes iuri de principali. iuri solidi et omni iuri ita quod inde quilibet nostrum tibi dicto nomine insolidum teneatur. Et versa vice ego dictus Benedictus dictis nominibus promitto et convenio vobis dictis participibus dare et solvere vobis pro naulo. et nomine nauli dicte navis vobis observantibus michi promissa per vos ut supra libras quadringentas septuaginta quinque Janue per hos terminos et in hunc modum. videlicet. in Janua libras centum et in Maiorica libras centum viginti quinque vel valimentum infra dies VIII postquam ibidem applicuerit dicta navis. et apud Cadese exhonerata dicta navi libras ducentas quinquaginta vel valimentum. et esse paratum moveri facere et expeditam habere dictam navim scilicet habere honeratum id quod honerare voluero in dicta nave usque ad dies .XII. proxime venturos. in portu Janue. et promitto dicto nomine tibi permittere honerare et deferre in dicta navi Ballas viginti quinque predictas de tuis et naucleriorum et marinariorum

dicte navis tantum et non alicuius alterius que omnia et singula dictis nominibus et insolidum promitto et convenio vobis solempniter atendere complere et observare et atendi et observari facere et in nullo contrafacere vel venire sub pena librarum quingentarum Janue Ratis manentibus predictis et sub ypotheca et obligatione bonorum meorum et dicti Manuellis ˄ 'fratris mei'. Ita quod ego et dictus Manuel vobis inde insolidum teneamur. Renunciantes iuri solidi et omni iuri. Actum Janue in porticu palacii potestatis Janue testes pelegrinus de nigro Andrianus de nigro lanfrancus bachemus et obertus de magdalena Anno dominice nativitatis M°CC°LXXX° VI Indictione XIII[a] die XIII Marcii circa terciam.

XLIV.

Not. Simone Vattaccio, reg. IV, fol. 12(*bis*)[r]–12(*bis*)[v]. March 14, 1286.

In nomine domini amen. Taliter pacti sunt. et convenerunt inter se se vicissim per solenpnem stipulacionem firmatam et vallatam inter partes infrascriptas et per pactum. Manuel iacherias nomine suo proprio et procurator nomine Benedicti fratris sui a quo habet ad infrascripta et ad omnia alia generale mandationem et procuratorem sufficientem ex forma instrumenti publici procuratoris scripti manu Simonis Vattaccii notarii M°CC°LXXX°.IIIJ°. die XXI septembris Et Nicola Aurie. ex una parte. et Guilielmus macarius ex altera occasione pactorum initorum et factorum inter ipsas partes occasione cuiusdam navis ipsorum Benedicti et Manuellis et Nicole vocate ~~sancta Maria~~ Benedicta que est apud sarzanum. et super omni eo et toto quod inter se facere habent occasione dicte navis. Videlicet ~~quod~~ quia dictus Guilielmus per pactum et ex causa pacti promisit et convenit dictis Manuello et Nicole ire ˄ 'dictis nominibus in illis viagis quilibet placuitur dictis Manuello Benedicto et Nicole' et pro eis in navi predicta vocata Benedicta que est apud sarzanum. et in ipsa navi. stare et ibidem servire ut dominus et nauta et maior in ea et ipsam Guidare et gubernare usque ad annum unum proximum venturum et qui annus incepit die VIII Marcii proximo preterea et gubernacionem et guidam dicte navis sarcie conredi et apparatus ipsius gerere et gubernare. bona fide et sine fraude prout melius sciverit et poterit ad utilitatem dictorum Benedicti Manuellis

et Nicole. Et versa vice dictus Manuel suo proprio nomine et procurator nomine dicti Benedicti fratris sui. et dictus Nicola suo nomine promisserunt et convenerunt dicto Wilielmo dare et solvere dicto Wilielmo pro salario persone ipsius Wilielmi in dicto anno libras centum decem Janue. ita quod intelligatur dictus annus tam in mari quam in terra. ipso Wilielmo attendere et observare ut supra. per hos terminos et in hunc modum. silicet. quam cito dicta navis fuerit parata navigare antequam recedat de portu Janue libras quinquaginta quinque Janue. et alias libras ~~centum~~ quinquaginta quinque in illo loco quo dicta navis navigavisset et exhoneravisset. postquam esset honerata causa Januam veniendi hoc modo. quia dictas libras quinquaginta quinque tunc habere debeat dictus Wilielmus sicuti ponet argentum in dicto loco per libram. Ita tamen et actum de partium voluntate quod si ante quam annus esset completus dicta navis Januam applicaret de partibus Romanie Syrie vel Alexandrie quod non obstante eo quod dictus annus non esset completus dicte libre centum decem tota sive omnes sint dicti Wilielmi et ipsi Wilielmo cedat per pactum sicuti esset dictus annus completus Actum est etiam per pactum inter dictas partes quod dictus Guilielmus possit in viagio quod fecerit dicta navis et in viagiis quos fecerit infra dictum terminum 'dicti' anni in quolibet loco et parte ˄ 'portare' milliaria quinque ad miliarium Romanie Ita quod non possit habere insimul in dicta navi una vice. vel uno et eodem tempore ultra miliaria quinque ad miliarium constantinopolitanum sine aliquo naulo inde propterea persolvendo. per eumdem Wilielmum. ~~Ita quod dicta milliaria quinque non possint esse nisi in ballis vel in mercationibus subtilibus~~ et actum est etiam de partium voluntate quod dictus Wilielmus possit habere duos servitores expensis totius dicte navis et participum. dicte navis. pro rata ipso Wilielmo stante infra dictum annum in dicta navi. .'dicti tamen servitores possint et debeant computari in servicio dicte navis' Et est actum partium voluntate quod dictus Guilielmus in Ballis argento vel mercationibus subtilibus possit portare in dicta navi ~~et adducere~~ eundo et exeundo de portu Janue usque ad locum in quo exhoneraverit dicta navis. tantum quod valeat libras quingentas. Janue ˄ 'de sua propria ractione' absque aliquo naulo per ipsum Guilielmum propterea persolvendo. Item actum est de partium voluntate. ~~quod~~ et promisser-

unt per pactum. dicti Manuel dictis nominibus et Nicola aurie dicto Wilielmo macario ˄ 'vendere' et venderit et consenciunt in modum venditionis dicto Guilielmo. octavam partem dicte navis sarcie conredi et apparatus ipsius. ~~postquam fuerit arborrata et cordata et furnita in portu Janue~~ ipso Wilielmo solvente eisdem participibus ˄ 'et solvere promittit eisdem' octavam partem totius 'eius' quod constiterit dicta navis de capitale munita furnita et apparata cum sarcia et apparatu ipsius. dum modo dicti Benedictus et Manuel excusent sive compensent et compensare debeant dicto Wilielmo in dicta octava et in precio ipsius octave partis. libras ducentas quas debent dare et debebunt dare et dare promittunt dictus Manuel dictis nominibus in accomendactione dicto Wilielmo. Et dictus Guilielmus ex causa pacti predicta promisit emere ˄ 'et ex nunc emit' a dictis Benedicto Manuello et Nicola dictam octavam partem modo et forma predictis. predicta vero omnia et singula promisserunt et convenerunt. predicta vero omnia et singula promisserunt et convenerunt dicte partes dictis nominibus sibi ad invicem solempniter atendere complere et observare et atendi compleri et observari facere et in nullo contrafacere vel venire et si in aliquo predictorum contrafecerint et non observaverint ut supra. promisit et convenit pars non observans observanti dare et solvere libras quingentas Janue sub pena dupli dictarum librarum quingentarum Ratis manentibus predictis et sub ypotheca et obligatione bonorum suorum. Actum Janue in volta palacii potestatis Januensium testes Thomas mallocellus poncius Bellemanus et Johannes scarsaria Anno dominice nativitatis M°CC°LXXX°VI Indictione XIIJ^{a} die XIIII Marcii circa completorium. et duo instrumenta eiusdem tenoris partes inde fieri rogaverunt. et factum est

XLV.

Not. Simone Vattaccio, reg. IV, fol. 19^{r}–20^{v}. March 22, 1286.

In nomine domini amen. Nos Benedictus et Manuellus Jacherias de castro fratres confitemur tibi Johanni de Rovegno de castro nos habuisse et recepisse a te tantam pecium quantitatem. Renunciantes exceptioni non habite et non recepte pecis et omni iuri unde et pro quo tibi dare tradere et consignare promittimus in fogia.

cant' trescentos sexaginta de nostro alumine de fogia bono et mercantili 'ad cant' Janue' infra dies quindecim postquam navis nostra vocata Bonaventura applicuerit fogiam sub pena librarum quingentarum. Ratis manentibus predictis et sub ypotheca et obligatione bonorum nostrorum. Acto de partium voluntate quod dictus Johannes dictum aluminem possit et debeat honerari facere apud fogiam in dicta navi et ipsum possit sine aliquo naulo ulterius persolvendo portari facere in dicta navi In Januam vel maioricam vel in dictos confines Janue et Maiorice cum iam naulum ˄ 'inde' dictis participibus persolverit. Salvo quod si defferetur in dicta navi apud Cadesse vel in illis contratis quod dictus Johannes addere debeat et solvere dictis Benedicto et Manuello pro quolibet cantario dicti aluminis occasione nauli soldos duos Janue ultra id quod iam solvit et ita est de ipsarum partium voluntate que quidem omnia et singula rata sibi dicte partes ad invicem promisserunt sub dicta pena et sub ypotheca bonorum suorum et acto de partium voluntate quod dicto alumine tradito in fogia seu consignato dicto Johanni quod postea sit et esse debeat semper ad risicum et fortunam dicti Johannis et non dictorum fratrum et vadat et deferatur et portetur ad risicum et fortunam dicti Johannis et non dictorum fratrum. Actum Janue in porticu domus qua stant dicti fratres testes Guilielmus de turri bancherius Jachinus salvanus petrus bellemanus et Georgius de camulio Anno dominice nativitatis M°CC°LXXX°VI Indictione XIII^a^. die XXII Marcii inter primam et terciam.

XLVI.

Not. Simone Vattaccio, reg. IV, fol. 20^v^. March 22, 1286.

In nomine domini amen. Ego Johannes de Rovegno de castro confiteor vobis Benedicto et Manuello Jacherie fratribus me habuisse et recepisse a vobis in accomendactione libras trescentas Janue que sunt implicate in alumine quod habere debes a nobis in fogia prout in instrumento hodie scripto manu infrascripti notarii qualiter ipsum debes habere in fogia continetur. Renuncians in hoc omni exceptioni et iuri et processerunt ex aliis accomendactionibus cum qua accomendactione de Romania Januam vel Maioricam vel apud Cadesse vel alibi ubicumque deus michi melius administraverit ex

quo de fogia recessero negociandi causa ad quartam proficui ire debeo In reditu vero quando Januam fecero capitale et proficuum dicte accomendactionis retenta in me lucri quarta in tua vel tui certi missi potestate ponere et consignare promitto. sub pena dupli dicte quantitatis et sub ypotheca et obligatione bonorum meorum Actum Janue in porticu domus qua stant dicti fratres testes. Guilielmus de turri Jachinus silvanus et petrus bellemanus Anno dominice nativitatis M°.CC°LXXX°VI Indictione XIII^{a} die XXII Marcii inter primam et terciam.

XLVII.

Not. Simone Vattaccio, reg. IV, fol. 20^{v}–21^{r}. March 22, 1286.

In nomine domini amen. Ego Johannes de Rovegno de castro confiteor vobis Benedicto et Manuello 'iacherie' fratribus me habuisse et recepisse a vobis in accomendactione sive in custodia absque aliqua parte lucri ~~per vos michi~~ exinde habenda per me navim vestram vocatam Bonaventura cum sarcia conredo et apparatu ipsius extimatam et appreciatam in libris duobus millibus quingentis Renuncians in hoc omni exceptioni et iuri cum qua Romaniam et deinde Januam vel maioricam vel apud Cadesse prout de vestra processerit voluntate. navigare et ire debeo et ipsam salvare et custodire bona fide et sine fraude Ita quod semper vadat naviget et sit et stet ad risicum et fortunam vestram et In reditu quod Januam fecero dictam navim cum sarcia conredo et apparatu ipsius ut rem vestram in potestate vestra vel vestri certi missi ponere et consignare promitto sub pena dupli dicte quantitatis et sub ypotheca bonorum meorum ita quod semper sit dicta navis et sarcia et apparatus et vadat et naviget ad vestrum Risicum et fortunam et non meam. Actum Janue in porticu domus qua stant dicti fratres testes Guilielmus de turri luchensis Jachinus silvanus et petrus bellemanus Anno dominice nativitatis M°CC°LXXX°VI° Indictione XIII^{a} die XXII Marcii inter primam et terciam.

XLVIII.

Not. Angelino de Sigestro, reg. IV, pt. II, fol. 164^{r}–164^{v}.
Oct. 15, 1287.

Vivaldus bellus de castro. dominus et patronus unius Galee que est in portu Janue et paganus calafactus de castello suo proprie nomine insolidum nec non et nomine sociorum participum secum alterius Galee que est in portu Janue et pro quibus sociis et participibus promisit dictus paganus de rato. ex una parte. et Gabrielus de volta quondam Nicolini stipulans nomine suo et sociorum suorum et paschalis tartaro. et Andriollus cantellus ex alia inter se et sibi invicem dictis nominibus convenerunt transegerunt et pepegerunt super infrascriptas videlicet quia predicti vivaldus et paganus dictis nominibus naulizaverint seu locaverint predictis mercatoribus pro se et sociis ipsorum dictas Galeas armatas et munitas et que armari et munire debent secundum modum et formam tractati facti pro comuni Janue super armandis ^ 'Galearum' ^ que navigant et navigare debent ad partes Sicilie. ad vehendum sive portandum in dictis Galeis de Janua ad partes Sicilie videlicet apud panormum et Messinam. Quantitates infrascriptas ballarum videlicet dicto Gabrielo de volta pro se et sociis ballas viginti duas usque in triginta. et philipo tartaro ballas quadraginta usque in sexaginta et Andriolo camtello ballas viginti usque in viginti quinque precio solidorum triginta Janue pro qualibet balla honerata in predictis Galeis vel altera earum usque in predictam summam et ad predictam ractionem [*three illegible words, struck through*] de quo naulo promisunt predicti mercatores facere solutionem pro dimidia dicti nauli presentialiter ad voluntatem dictorum participum et de reliquo medio debent et promisunt ipsi mercatores solutionem facere ad partes Sicilie ^ 'consignatis sibi dictis ballis ~~quas in Messina vel~~ panormo vel Messina' computatis denariis decem et octo Janue minutis pro uno turonnense argenti boni et iusti ponderis. Quas quidem Galeas promisunt predicti participes habere armatas et munitas de omnibus ad ipsas pertinentibus secundum formam tractatus comunis Janue. usque per totum mensem presentem octobris. tali pacto quod prima die novembris proxima ~~debent~~ ventura debent et promisunt predicti participes movere cum dictis Galeis de portu Janue omnino nisi

Justo dei impedimento remanset. causa Iteris adcipiendi ad partes Sicilie et postquam mote erint causa eundi ad partes Sicilie non possint nec debeant dicte Galee moram facere in neapoli vel in aliquo alio loco. a panormo vel Messina citra ultra dies quatuor nisi Justo dei impedimento remanisset. et promisunt dicti participes predictis mercatoribus primo intrare apud panormum quam in aliquo alio loco. de partibus Sicilie. et postquam ibidem aplicuerint dicte Galee debent et promittunt ~~expectare~~ predicti participes expectare predictos mercatores in dicto loco per noctem unam et diem tantum. si voluerint in dicto loco exhonerare ballas suas vel non et postea subsequatur navigare debent cum dictis Galeis apud Messinam nisi remanserit iusto dei impedimento. Item promisunt predicti participes predictis mercatoribus ex pacto adhibito inter eos in presenti contractu [*lacuna of two inches*] solummodo predictis mercatoribus portare aut portari facere sive consentire quod aliqua persona portet vel quod deferatur in dictis Galeis vel altera ex alia ballam ˄ 'pro minori precio' solidis quinquaginta Janue et si portata fuerit aliqua ballea modo aliquo vel delata in aliqua dictarum Galearum pro minori precio solidis quinquaginta promisunt portare balleam predictorum mercatorum precio solidorum triginta Janue tantum. cum hoc acto facto inter ipsas partes. Insuper actum fuerit inter dictas partes ex pacto adhibito inter eos quod si predicti participes movebunt de portu Janue die prima novembris proxima cum dictis Galeis armatis ut predictum est causa eundi ad partes Sicilie et predicto itinere completendo. promisunt dicti mercatores dare et solvere dictis participibus solidos quinquaginta Janue pro qualibet balla. ut supra honerata in dictis Galeis per ipsos mercatores vel alium pro eis usque in predictam summam et ad predictam ractionem computatis in predictis solidis quinquaginta Janue. illis solidis triginta Janue ut supra promisis pro qualibet balla dictis participibus per predictos mercatores de quo naulo ad predictam ractionem promisunt dicti mercatores solutionem facere prout supra promisunt naulum solvere de solidis triginta in Janua. et in Sicilia tali ˄ 'pacto' quod solucio ipsius nauli quod si ˄ 'debebunt' in Sicilia ˄ 'si debent' ad ractionem denariorum decemocto Janue minutorum pro uno turonense argenti. Qui mercatores promisunt dictis participibus honerari facere dictas ballas in dictis Galeis ad voluntatem dictorum participum ut

supradictum est per omnia et singula promittunt predicti vivaldus et paganus attendere et observare et in aliquo predictorum contra non venire nisi Justo dei impedimento remansit aut licentia predictorum mercatorum per omnia et singula promisunt inter se et sibi invicem attendere et observare et in aliquo predictorum contra non venire sub pena librarum centum ianue inter se et sibi invicem ˄ 'ex una parte et dictos mercatores ex alia' sub pena stipulata et promissa et bonorum suorum obligatione ÷ ratis nichilominus manentibus supradictis et singulis. et de predictis ubicumque conveniri possunt. Abrenuncians privilegio fori et omni Juri. Testes Johannes de castello Jacobus de albigalla et Wilielmus randunus Actum Janue in ecclesia sancte Marie in vineis Anno dominice nativitatis M°CC°LXXXVII. Indictione XV. die XV octubris inter nonam et vesperas. plura instrumenta eiusdem immutati tenoris de predictis partibus fieri rogantur. factum est pro predictis participibus et mercatoribus

÷ qua pena peti et exige possit cum effectu a quolibet patrono ~~contrafaciente~~ et mercatore ex predictis qui contrafecerit in aliquo predictorum

XLIX.

Not. Simone Vattaccio, reg. V, pt. I, fol. 127ᵛ–128ʳ. June 19, 1290.

In nomine domini amen. Ego Minnaldus de nigro naulizo et titulo naulizacionis concedo vobis videlicet Enrico pichamilio. Rizardo de Grimaldo. Philipo de nigro. Ansaldo de nigro. Bonifacio de nigro. Francisco de mari. Diadano salvaigo. Montanario guaracho. Jacobo castanee. Nicole spezapetro. Jacobino de marino. Sorleoni gatilusio. Luchino de mari et Bergoguino de grimaldo navim meam que nunc est In portu de caffa vocatam sanctus anthonus ut Infra videlicet vobis Enrico pro cant' Iᵠd. aluminis. Rizardo Milliaria XXV. usque in XXX cere et coriorum. Andriolo de mari milliaria XXX usque in XXV cere et coriorum. Bernabovi de Grimaldo milliaria XX cere et coriorum. Philipo de nigro cant' IJᵠ aluminis. Ansaldo de nigro cant' mille aluminis. Bonifacio de nigro Milliaria XX cere et coriorum. Francisco de mari mil-

liaria xx coriorum et cere et omnibus aliis pro quolibet a Milliaria xv usque in xx. quam vero navim promitto vobis et cuilibet vestrum ad presens habere paratam et furnitam omni sarcia corredo aqua panatica nauclerio marinariis et omnibus neccessariis ad ipsam navim. et in ipsa navi In portu de caffa levare seu levari facere cum Barcha et marinariis meis ad mercimonia prout mos et consuetudo est dicta mercimonia ut supra. et exinde cum ipsa navi sic onusta Recedere de portu de caffa hinc usque ad Kal. Augusti proximas venturas. Et Ire Januam et in dicto loco Janua vobis cuilibet vestrum tradere et consignare dicta mercimonia onusta In dicta navi In Integram prout mos et consuetudo est. vobis dantibus et solventibus pro naulo et nomine nauli de coriis Iperperos quinque et dimidium pro quolibet milliario et de cera Iperperos quatuor et dimidium pro quolibet milliario et de alumine pro quolibet cant' solidos duos et denarios Janue x usque ad Integram solucionem et satisfactionem dictorum mercimoniorum. et hoc Infra duos menses tunc proximos venturos postquam Ibidem aplicuerit dicta navis. quando naulum per pactum In presenti contractu apositum teneamini et debeatis solvere et quilibet vestrum secundum quod solverunt et solvere tenentur aliqui mercatores patronis navium eodem facto. Versa vice nos predicti naulizatores promittimus tibi de rato aprobantes Ratificantes et confirmantes In omnibus et predicta omnia et singula supradicta. et promittimus et convenimus tibi dare tradere atque consignare tibi ad onerandum In dicta navi tua dictum onus ut supra. Et habere te expedictum de dicto onere et tibi facere Integram et vacuam Racionem solucionem et satisfacionem de dicto naulo modo et forma ut superius dictum est. Que omnia et singula supradicta promisunt dicte partes Inter se se vicissim attendere complere et observare et contra non venire In aliquo de predictis non venire sub sub pena Iperporum quingentorum auri ad saium constantinopolitanum Inter eas solempniter stipulata. et promissa. Ratis manentibus omnibus et singulis supradictis. In qua vero pena pars non observans. Incidat observanti. Ratis manentibus omnibus et singulis supradictis. In qua vero pena non observans Incidat observanti. pro quibus attendendis et observandis universa bona eorum habita et habenda Inter se se vicissim pignori obligaverunt. duo vero Instrumenta eiusdem ten-

oris Inde fieri Rogaverunt. Actum In caffa In logia Januensium anno dominice nativitatis Millesimo CC°LXXXX Indictione IJ^{a}. die XVIIIJ Junii Inter nonam et vesperas. presentibus testibus Murvaldo salvaigo. petro Becrame de sagona et Luchino de trani.

L.

Not. Simone Vattaccio, reg. V, pt. I, fol. 130^{r}–130^{v}. June 19, 1290.

In nomine domini amen. Nos Manuel Merellus et Blancha balbus de castro quisque nostrum Insolidum naulizamus vobis et titulo naulizacionis concedimus vobis Rizardo de grimaldo. Enrico terzolo. Francischo Bonifacio. Philipo de nigro. Porchino salvaigo. Raynerio de grimaldo. Anthonio basso. Babillano alpano. Johanino malfante. Manueli squarzafico stipulanti et recipienti tuo nomine et nomine Pagnani squarzafici. et Percivali de camilla recipienti nomine tuo et nomine Barnabovis de moniardino. et Nicole de clavari navim nostram que nunc In portu de caffa vocatam sanctus Michael. quantum pro mercibus sive mercimoniorum Infra. videlicet Rizardo de Grimaldo a Milliariis triginta usque in triginta quinque coriorum. cere et alie Raube. Enrico terzolo a Milliariis xx usque in xxxx. Francischo Bonifacio a Milliariis xxv usque in xxxx. Philipo de nigro a Milliariis xv usque in xx. et aluminis a cant' dccc usque in cant' I^{o} d. Porchino salvaigo a Milliariis xxv usque In xxx. Raynerio de Grimaldo a Milliariis xxv usque In xxxx. Anthonio Basso a Milliariis xxx usque In xxxx. Babillano alpano a Milliariis xxxv usque In xxxxv. Johanino Malfanto a Milliariis aluminis et cere dcc usque In dccc. Manueli squarzafico pro te et dicto Pagnano a Milliariis L usque In LX. et Percivali de camilla pro te dictis Barnabove et Nicole de clavari a Milliariis xxx usque in xxxx. quam navim nostram quisque nostrum Insolidum promittimus et convenimus vobis et cuilibet vestrum ad presens habere paratam furnitam omni sarcia. nauclerio marinariis. aqua panatica. et omnibus neccessariis ad ipsam navim. prout mos et consuetudo est. et In ipsa levare seu levari facere In portu de caffa. cum Barcha et marinariis nostris dicte Res sive dicta mercimonia prout mos et consuetudo est.

et cum ipsa navi sic parata et onusta Recedere de portu de caffa ad octo dies proximos venturos Intrante mense Augusti proximo venturo pro eundo Januam. et In Janua vobis et cuilibet vestrum In portu dare et tradere dicta mercimonia ad portam navis predicte prout mos et consuetudo est. vobis dantibus et solventibus pro naulo et nomine nauli de coriis Iperperos quinque et dimidium auri ad saium constantinopolitanum pro quolibet milliario. et de cere Iperperos quatuor et dimidium pro quolibet milliario et de alumine solidos duos et denarios decem Janue pro quolibet cant' usque ad Integram solucionem et satisfactionem omnium mercimoniorum predictorum onustorum In dicta Navi. faciendis nobis solucionem de dicto naulo Infra duos menses tunc proximos venturos. postquam Ibidem dicta navis aplicuerit. et Nos predicti naulizatores promittimus et convenimus vobis de Rato stipulantes Ratificantes et confirmantes In omnibus et per omnia et singula supradicta. et promittimus et convenimus vobis dare tradere et consignare vobis ad onerandum In dicta navi vestra ad onerandum dicta mercimonia ut supra. et habere vos expedictos de dicto onere ut supra. et vobis facere Integram solucionem et satisfactionem de dicto onere modo et forma ut superius dictum est. Que omnia et singula supradicta promisunt dicte partes Inter se se vicissim attendere complere et observare et contra In aliquo de predictis non venire sub pena Iperperorum quingentorum auri ad saium Constantinopolitanum Inter dictes partes solempniter stipulata et promissa. Ratis manentibus omnibus et singulis supradictis In qua vero pena pars non observanti stipulanti dare et solvere promisit Ratis et pro quibus attendendis et observandis universa bona eorum habita et habenda Inter se se vicissim pignori obligaverunt. abrenunciantes predicti Manuel Merellus et Blancha Juri solidi nove et veteri constitutioni de duobus Reis Juri de principali epistole divi et omni Juri hoc acto ut quisque nostrum Insolidum teneatur de predictis. confitens ego dictus Blanca me maiores annos XVIJ Jurans attendere complere et observare In omnibus et per omnia omnia et singula supradicta. sub dicta pena et obligatione bonorum meorum presencium et futurorum. Actum In caffa In Magaseno quo moratur dictus percivalis de camilla. Anno dominice nativitatis Millesimo CC°LXXXX. Indictione IJ^{a}. die XVIIIJ Junii circa vesperas presentibus testibus Sorleono de

sancto Romulo et Johanino Benedicti Florentini. faciens hec omnia consilio testium Infra quos In hec casu meos propinquos auctoritatis et consilii elligo et appello.

LI.

Not. Angelino de Sigestro, reg. V, fol. 3^{r}–3^{v}. Jan. 26, 1291.

In nomine domini Amen. Nos Manuel de baldizono pro dimidia. Guilielmus de strupa notarius et Jacobus druzacorne pro alia dimidia. naulizamus vobis Johanni cavano recipienti nomine tuo et Manuellis cavani fratris tui pro duabus partibus et Lapo philipi de florentia recipienti nomine tuo et Baldini philipi fratris tui pro tercia parte quamdam navem nostram vocatam Sanctus Martinus que est in portu Janue ad eundum et navgandum cum ea de Janua aput Bonam et tunexim et honerandum et immittendum in ea in portu tunexis per vos seu per predictos Manuellem cavanum et Baldinum pro vobis et ipsis cant' quadringenta usque in quingenta. Videlicet cant' quadringenta de firmo et cant' centum sub conditione et Responsione infrascriptis pro ipsis cant' adducendis in Januam. pro naulo infrascripto et sub pactis et conditionibus infrascriptis. quam navem bene paratam et munitam marinariis et armis et omni sua sarcia et apparatu sufficientibus et necessariis ad eam pro eundo et navgando in dictum viagium promittimus et convenimus pro dictis partibus vobis recipientibus dictis nominibus habere aput tunexim usque per totum mensem madii proximum venturum nisi iusto impedimento dei maris vel temporis vel per devetum comunis Janue remanserit et in tunexi expectare cum dicta nave per mensem unum postquam dicta navis illuc applicuerit pro levandis et recipiendis et honerandis in dicta nave dictis cant'. et vobis seu predictis Manuelli et Baldino levare et permittere vos seu ipsos honerare et immitere in dicta nave in dicto portu dicta cant'. usque dictum terminum unius mensis dum tamen predicti Manuel et Baldinus dent ei dictas cant' omni die pro rata sive pro ea quantitate. quod comode honerari possint in dicta nave. et in fine dicti mensis inde discedere cum dicta nave et dictis cant' de tunexi pro veniendo in Januam et in Januam venire. et non ponere in stivando dictam navem ultra tres cunios. teneamini enim per vos seu per dictos Manuellem et Baldinum nobis

Respondere infra dies octo postquam dicta navis illuc applicuerit et super hoc requisitio facta fuerit de illis cant' centum que sunt sub conditione utrum ipsa honerare volueritis seu predicti Manuel et Baldinus voluerint honerare in dicta nave nec ne. Nos vero predicti Johannes nomine meo et dicti Manuellis fratris mei pro quo promito de rato habendo et Lapus pro me et dicto Baldino pro quo similiter promito de rato habendo promittimus et convenimus vobis predictis Manuelli et baldizono pro dimidia. et Guilielmo et Jacobo pro alia dimidia dicta cant' quadringenta de firmo et etiam alia centum cant' de quibus honerandis vobis Responsum fuerit quod sic honerare et immitere in dicta nave in portu tunexis infra dictum terminum unius mensis ut dictum est et vobis Respondere seu facere Responderi per predictos Manuellem et Baldinum infra dictum terminum dierum quatuor ut supradictum est. et vobis dare et solvere in Janua infra menses tres postquam dicta navis in Janua applicuerit pro naulo cuiusque cant' dictorum cant' solidos octo Janue. Que omnia et singula promittimus et convenimus inter nos sibi ad invicem dicte partis et pro dictis partibus ut supra attendere. complere et observare ut supra et contra in aliquo non venire. Aliòquin penam librarum ducentarum Janue inter nos sibi ad invicem stipulantibus promittimus cum restitutione dampnorum et expensarum in quam penam incidat pars non observans parti observanti. Ratis manentibus supradictis. pro qua pena et ad sic observandum omnia bona nostra habita et habenda inter nos sibi ad invicem pignori obligamus eo acto quod Bisochii et agnoni qui honerarentur in dicta nave equaliter concurrant cant' per cant' et ad dictam rationem ut supradictum est et similiter de aliis mercibus per eamdem rationem. et ita et eo acto 'quod si dicta navis nisi iusto impedimento dei. maris vel temporis vel per devetum comunis Janue remanserit' non applicuerit in tunexi usque per totum mensem madii proximum venturum non teneamur nos predicti Johannes et Lapus in aliquo de predictis non obstantibus supradictis. nos enim predicti Manuel. Guilielmus. et Jacobus semper teneamur ad observacionem predictorum. Actum Janue. Ante Stacionem malocelli. Actum Janue Ante Stacionem malocelli. Testes Guilielmus de Amico et Andreus de canedario. Anno dominice nativitatis. M°.CC°. nonagesimo primo die XXVI Januarii inter nonam et vesperas Indictione tercia.

LII.

Not. Angelino de. Sigestro, reg. V, fol. 11^{r}–11^{v}. Jan. 29, 1291.

In nomine domini Amen. Nos Manuel de baldezono et Guilielmus de strupa notarius pro nobis et sociis nostris pro quibus promittimus de rato habendo ex causa naulizationis et pro naulo infrascripto promittimus et convenimus tibi fulchino Allieri de florentia recipienti nomine tuo et Rodulfi Gudi et lipi faldi de florentia fratrum tuorum tibi et predictis sociis tuis levare et te et ipsos permittere honerare in tunexi usque per totum mensem ~~madii~~ 'Junii' proximum venturum in quadam nave nostrum et sociorum que vocatur Sanctus Martinus cant' ducenta usque in trecenta ad voluntatem tuam seu predictorum sociorum tuorum pro ipsis adducendis in Januam et ipsam in Januam adducere. te seu predictis sociis tuis nobis Respondente seu Respondentibus nobis ^ 'infra dies quatuor postquam' || dicta navis illuc applicuerit || de cant' centum que excedunt cant' ducenta utrum ipsa honerare volueris seu dicti socii tui voluerint in dicta nave nec ne. ^ 'qua navis illuc navigare et esse debet usque per totum mensem madii proximum venturum.' et ego dictus falchinus pro me et predictis sociis meis pro quibus promito de rato habendo promito et convenio vobis predictis Manuelli et Guilielmo honerare seu honerari et immitti facere per me seu dictos socios meos in tunexi in dicta nave infra dictum terminum dicta cant' ducenta et eciam alia centum de quibus Responsum fuerit quod sic. et Respondere seu facere Responderi per predictos socios meos ut supra et dare et solvere vobis in Janua infra menses tres postquam dicta navis Januam redierit pro naulo cuiusque cant' dictorum cant' solidos octo Janue. ita et eo acto quod agnoni etiam Bisochii equaliter concurant cum aliis cant' videlicet cant' per cant' ad dictam rationem. Que omnia et singula promittimus et convenimus inter nos sibi ad invicem dicte partes attendere. complere et observare et contra in aliquo non venire. Alioquin penam librarum centum Janue inter nos sibi ad invicem stipulantes promittimus in quam penam incidat pars non observans parti observanti ‹ Ratis manentibus supradictis. pro qua pena et ad sic observandum omnia bona nostra habita et habenda inter nos sibi ad invicem pignori obligamus Actum Janue ante Stacionem malocelli. Testes philipus

sardena et Percivalis de guisulfo Anno dominice nativitatis M°.CC°. nonagesimo primo. die XXVIIII Januarii inter terciam et nonam. Indictione tercia.

LIII.

Not. Angelino de Sigestro, reg. V, fol. 27ᵛ–28ʳ. Feb. 3, 1291.

In nomine domini Amen. Ego petrus rubeus pro me et sociis meis pro quibus promitto de rato habendo naulizo vobis Enrico salvago pro mezarolis Mille vini ad mezarolam Janue et octobono bucanigre pro te et Jacobo de Sancto Romulo et Manuelle cigala sociis tuis pro mezarolis duobusmilibus quingentis vini ad mezarolam Janue quamdam Navem meam et sociorum meorum vocatam Sanctus Johannes ad eundum et navigandum cum ea de Janua aput Massiliam et levandum et honerandum in ea in massilia. pro vobis et predictis dictas quantitates vini pro ipsis deferendis aput Caffa. quam Navem bene paratam et munitam marinariis et armis et omni sua sarcia et apparatu sufficientibus et necessariis ad eam pro eundo in dictum viagium promitto et convenio 'vobis' habere in portu Janue et inde discedere de portu Janue cum ea infra dies octo proximos venturos pro eundo aput Massiliam et aput Massiliam ire et in massilia expectare cum dicta nave per mensem unum postquam dicta Navis illuc applicuerit pro levandis et honerandis in ipsa Nave dictis quantitatibus vini. et vobis et predictis levare et permittere vos et predictos honerare in dicta Nave dictas quantitates vini ' videlicet tibi Enrico mezarolas Mille. et tibi octobono et predictis sociis tuis mezarolas duomilia quingentas pro naulo infrascripto. .et ipsas portare in Caffam. et Nos predicti Enricus pro me et Octobonus pro me et dictis sociis meis pro quibus promitto de rato habendo promittimus et convenimus tibi dicto petro honerare seu honerari et immitti facere in dicta Nave in Massilia dictas quantitates vini infra dictum terminum mensis unius postquam dicta Navis illuc applicuerit et tibi dare et solvere in caffa pro naulo ad rationem de solidis quatuor Janue pro qualibet mezarola quantitatum predictarum infra dies octo postquam dicta Navis dicto vino exhonerata fuerit faciendo dictam solutionem in asperis secundum quod processerit seu eundit ibi argentum emptum in Janua ad rationem de libris quinque

et solidis sex Janue pro qualibet libra in pondere. Que omnia et singula promittimus et convenimus inter nos sibi ad invicem dicte partes attendere complere et observare et contra in aliquo non venire. Alioquin penam librarum ducentarum Janue inter nos sibi ad invicem stipulantes promittimus in quam penam incidat pars non observans parti observanti. Ratis manentibus supradictis. pro qua pena et ad sic observandum omnia bona nostra habita et habenda inter nos sibi ad invicem pignori obligamus. Actum Janue ante stacionem malocelli. Testes Murlus bucanigra et Thomas de mascharana. Anno dominice nativitatis M°CC°. nonagesimo primo. die III Februarii inter nonam et vesperas. Indictione tercia.

LIV.

Not. Angelino de Sigestro, reg. V, fol. 79ᵛ–80ʳ. Feb. 28, 1291.

|| Naulizatio Navis franze salamonice et Bartholomei calvii eodem anno die II marcii cassata. mandato et voluntate partium presencium testes Bonifacius de vedereto et Enriguino eius filio || In nomine domini Amen. Nos franza salamonica et Bartholomeus calvuus pro nobis et sociis nostris pro quibus promittimus de rato habendo. naulizamus tibi Guilielmo de vedereto quamdam navem nostram et sociorum nostrum vocatam Sanctus Michael que est in portu Janue. ad levandum et honerandum in ea Ballas et pondus infrascriptas Videlicet in portu Janue et eundum et navigandum cum ea et ipsis ballis et pondis de Janua aput Gadese pro naulo et sub moris et conditionibus infrascriptis. quam Navem bene paratam et munitam marinariis et omni sua sarcia et apparatu sufficientibus et necessariis ad eam pro eundo in dictum viagium promittimus et convenimus tibi habere in portu Janue et tibi levare et permittere te honerare et immittere in dicta nave ballas et pondus in viginti quinque usque in quadraginta ad voluntatem tuam et inde discessisse de portu Janue cum dicta nave et ballis et pondis predictis usque per totum mensem marcii proximum venturum et ipsas ballas et pondus et nuncios tuos et asnesium portare in dicta nave ad dictum locum et ire cum dicta nave plazias duas nitidas cum rotundo. et non stare cum dicta nave in portu here vel maionice ultra per dies quinque usque in oto.vel tibi dare et solvere in pecunia numerata libras

quingentas Janue usque menses sex proximos venturos. Que omnia et singula promittimus et convenimus pro nobis et sociis nostris tibi attendere. complere et observare et contra in aliquo non venire. Alioquin penam dupli dicte quantitatis. tibi stipulanti promittimus. Ratis manentibus supradictis et pro qua pena et ad sic observandum omnia bona nostra habita et habenda tibi pignori obligamus. et ego dictus Guilielmus promito et convenio vobis predictis franze et Bartholomeo honerare seu honerari et immitti facere ballas et pondus predictas usque diem undecim mensis marcii proximum venturum et vobis dare et solvere in cadese pro naulo cuiuslibet balle et pondi predictarum Marabotinos duodecim de Sybilia infra dies quindecim postquam dicta navis illuc applicuerit. Alioquin penam dupli quantitatis nauli non solute cum dampnis et expensis que et quas propterea feceris vel sustinueris vobis stipulantibus promito. Ratis manentibus supradictis. pro qua pena et ad sic observandum omnia bona mea habita et habenda vobis pignori obligo. Actum Janue ante stacionem mallocelli. Testes Andriolus de porta et Enricus Faber draperius. Anno dominice nativitatis M°CC° nonagesimo primo. die ultimo februarii. inter nonam et vesperas. Indictione tercia.

LV.

Not. Angelino de Sigestro, reg. V, fol. 106^{r}–106^{v}. March 9, 1291.

In nomine domini Amen. Ego Manuel Lercarius quondam Guilielmi pro me et sociis meis pro quibus promitto de rato habendo naulizo vobis Vivaldo Bestagno. Manuelli de odozono. dominico de Sancto Syro draperio Nicolao spaerio et Tingo domelode de pistoria pro cant' et Minis honerandis et adducendis in Januam et naulo infrascriptis quamdam navem meam et sociorum meorum vocatam carenzona ad eundum et navgandum cum ea de Janua ad partes Sardinee videlicet ad locum Aleguerii et locum Bose et in ipsis levandum et honerandum pro vobis sive nunciis vestris in dicta nave et inde adducendum. in Januam cant' vel Minas quatuormilia de firmo. et ultra ipsam quantitatem alia Mille sub conditione seu Responsione et modo infrascriptis. ad cant' sardeschum et minam Janue. computando cant' per minam et minam pro cant'.

quam navem bene paratam et munitam marinariis sexaginta quinque inter quos esse debeant balisterii decem et pueri decem. Ancoris XVIIIJ et agumenis per eamdem rationem. Velis VJ. ex quibus sunt IIIJ quasi nove. falchiis et sponzeturis. pontibus. castellis super castellum. Armis et omni alia sua sarcia et apparatu sufficientibus et necessariis ad eam pro eundo in dictum viagium promito et convenio vobis habere in portu Janue et inde discessisse de ipso portu usque diem mercurii proximum venturum pro eundo ad dictas partes non mutando viagium. et in quolibet dictorum locorum videlicet Aleguerii et Bose stare et expectare cum dicta nave per dies quindecim postquam dicta navis illuc applicuerit pro levando et honerando in ea dicta cant' seu minas. et vobis seu nunciis vestris levare et permittere vos seu nuncios vestros permittere honerare in dicta nave in dictis locis infra dictos terminos dicta cant' seu minas. et infra ipsos terminos inde discedere cum dicta nave et honere de dictis locis pro veniendo in Januam et in Januam venire. et vobis portare sine aliquo naulo quascumque ballas et res vestras honerare volueritis in portu Janue in dicta nave. pro ipsis deferendis ad dicta loca. et in honerando dictam navem habere plaziam unam nitidam et rotundum in ipsa nave. teneamini enim per vos vel nuncios vestros Respondere michi infra dies sex postquam dicta navis primo in aliquo dictorum locorum applicuerit et a nobis vel nunciis nostris requisieris utrum dicta cant' ~~Mille~~ vel Minas Mille vel partem eorum honerare volueritis vel nuncii vestri volueritis in dicta nave nec ne : et si Responsum fuerit quod sic tenear vobis ipsa levare et vos ~~vel nuncii~~ teneamini ipsa honerare vel facere honerari cum aliis quatuormilibus ut superus dictum est. Nos vero predicti Vivaldus. Manuel. dominicus. Nicolaus et Tingus pro predictis et ex causa predicta promittimus et convenimus tibi dicto Manuelli Lercario recipienti pro te et sociis tuis honerare et immitere seu honerari et immiti facere per nos vel nuncios nostros in dictis locis in dicta nave infra dictos terminos dicta cant' cant' seu minas. quatuormilia de firmo et ultra ipsam quantitatem alia ˄ 'predicta' Mille vel partem eorum de quibus sive qua tibi facta fuerit Responsio affirmativa ˄ 'de sic' ut supra. Videlicet nos predicti Vivaldus et Manuel cant' sive minas. Mille quingentas. ego dominicus cant' sive Minas Mille quingentas. ego Nicolaus cant' sive minas quin-

gentas et ego Tingus cant' sive minas quingentas. Alia vero Mille vel pars eorum debeant dividi seu compartiri inter nos pro rata quantitatum suprascriptarum ita quod honus de embolumo non possit nec debeat esse ultra terciam partem et tibi Respondere per nos vel nuncios nostros infra dictum terminum dierum sex ut superus dictum est et tibi dare et solvere in Janua infra mensem unum postquam dicta navis Januam redierit et inde exhonerata fuerit pro naulo cuiusque cant' et mine de Saona cant' et minarum predictarum solidos duos et denarios sex Janue et de embolumo solidos tres et denarios quatuor Janue. Que omnia et singula promittimus et convenimus inter nos sibi ad invicem dicte partes attendere. complere et observare et contra in aliquo non venire. et si per me dictum Manuellem lercarium fuerit in aliquo contrafactum vel non observatum ut supra tenear non recipere a vobis dictis Vivaldo. Manuelle dominico.. Nicolao et Tingo nec vos vos teneamini inde solvere pro naulo cuiusque cant' et Mine ultra solidum unum et denarios tres.. ˆ 'non obstantibus supradictis.' Si vero per nos predictos Vivaldum. Manuellem. dominicum. Nicolaum. et Tingum dictum naulum non tibi fuerit solutum ut supra. promittimus tibi ~~stipulanti solvere~~ dicto Manuelli stipulanti solvere nomine pene duplum quantitatis nauli non solute ut supra cum dampnis et expensis que et quas propterea feceris vel sustinueris sub obligatione bonorum nostrorum. Ratis manentibus supradictis. Actum Janue in porticu domus Ugonis Lercarii quam habitat. Testes Bonifacius Lercarius et Obertus de portu mauricio callegarius Anno dominice nativitatis. M°CC°. Nonagesimo primo die VIIIJ marcii circa vesperas Indictione IIJ.

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